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The Solicitors' Journal.

LONDON, AUGUST 26, 1871.

SIR ROUNDELL PALMER has cast the ægis of his high reputation and great legal authority over the Ministry, by writing to Mr. Cardwell a letter which was read in the House of Commons, pending the summons of the Black Rod to assist at the prorogation on Monday. Sir Roundell fully absolves the Ministry from the charge of unconstitutionality, in resorting to the Royal Warrant, which he thinks, moreover, would have been, from the first, the most desirable mode of meeting the difficulty, upon the understanding that Parliament would provide the funds for compensating the officers. The only matter of regret, in his opinion, is that a perfectly constitutional proceeding should have the appearance of being caused by an adverse vote of the House of Lords. He, however, considers that, after what he must always think was the ill-advised resolution of the House of Lords, the Government took the least objectionable course that was open under all the circumstances of the case. This question, after having evoked opinions of singular divergence on the part of high legal authorities, seems, by this last utterance on the part of one whose authority was so pointedly appealed to by the most recent assailants of the Ministry, to have yielded the latter something like a triumph with which to close the Parliamentary discussion of the subject. To those who, like ourselves, could look at the matter with the calm of mere professional judgment, there could never, we think, have been any serious doubt as to the strict legality of the course pursued by the Ministry. Loose statements of the law have been made in the course of the discussion, and notably, we must remark, that although some of the expressions of the Solicitor-General in the matter of Prerogative might have been unguarded and impolitic, the sweeping assertions of his assailants as to the nullity of a preamble to an Act of Parliament must, we think, have greatly astonished the students of Littleton and Coke.

THE MILITARY MANŒUVRES ACT, which received the Royal assent on Monday, may be described as an Act to confer compulsory powers of land-trespassing on the forces assembled at the approaching Camp of Exercise; to prevent trespassing and meddling on the part of any body else; and to provide compensation for damage. Such a piece of legislation is novel, but so are the occasioning circumstances, and some provision of the kind seems expedient, or at any rate advisable. The limits of the Act, in point of place, are marked out in a schedule, and they enclose an area at the meeting corner of the counties of Surrey, Berks, and Hants, in the neighbourhood of the towns of Staines, Guildford, Godalming, Haslemere, Alton, Odiham, Basingstoke, and Wokingham. Within the limits of the Act the forces are empowered to traverse and encamp or throw up temporary works on any unenclosed lands, public or private, and may also use and dam up, or pontoon over, running waters, and use private or occupation roads. Over enclosed lands they have the same powers where "prescribed" by the commissioners provided by the Act, in which case such lands are to be marked out with flags or some other signals. In no case are the troops authorised to enter or interfere with any houses, gardens, farmyards, or orchards, or any underwoods or lands bearing roots or standing crops. A "consultative commission," consisting of the Lords-Lieutenant of Hants, Berks, and Surrey, and the M.P.'s of this Parliament for Berks, North Hants, and West Surrey, is to unite with the commanding officer or his deputies in making regulations respecting details—such as the securing of cattle, &c.—and "prescribing" everything requiring to be prescribed. Additional members of the consultative commission may be appointed and vacancies filled up by a principal Secretary of State. This commission may delegate any of its powers to two or more of its members, who are to attend or be in communication with the commander or his deputies; to be in readiness, we may suppose, to "prescribe." These delegate commissioners may have some active work cut out for them if they are expected to accompany the movements and be ever ready to "prescribe" where a stream may be dammed or a field entered. Perhaps the county members, after their long session's work, would enjoy a fortnight spent in "prescribing" all over the district, up and down, and hither and thither. Then there is an Arbitration Court to decide on claims for compensation. This is to consist of three persons, one nominated by the commission already described, one by the Treasury, and the third by the first two, or in case they fail to appoint within three days (three days from when?) by the Lord Chief Justice of the Queen's Bench. This Arbitration Court may decide all questions whatever, whether of law or fact; may examine witnesses and enforce their attendance after tendering expenses, just like the Superior Courts of Common Law; it may appoint a valuer and may sit when and where it pleases; its decisions are final, subject to its own power to review or rescind them. Nothing is said in the Act as to any time for making claims, but the duration of the Act as to the awarding of compensation is limited to the 1st of June, 1872 (as to the powers of trespass, &c., the Act expires on the 1st of October next). Then there are also a number of sections entitled, "Regulations as to persons not belonging to the forces." "Any person" entering without permission from the proper quarter on any lands for the time being directed to be kept clear is liable to a forty shilling penalty; persons accompanying the forces for the purpose of trade or amusement or any other purposes are defined in the Act as "strangers," and for their benefit some special sections are provided, under which they are finable if, without the proper permission, they enter lands not already open to them by law. There are also provisions for the trial of these offences by "strangers" or "any other person" by special magistrates to be appointed under the Act, and the special magistrates may proceed to trial on the spot, and in the open air if necessary; if the offence has been attended by damage, they may award compensation, subject to an appeal to Quarter Sessions. These are the principal objects of this special measure. A compensation machinery was, of course, necessary; as to the rest the enactment seems one of those pieces of law which would be utterly unmanageable if carried out to the uttermost, but with proper discretion on all sides may do well enough. Things of this kind must be adjusted mainly by common sense, and what is wanted in such a case is not so much an enactment providing in detail for everything, as a general reserve power for contingencies which cannot be got over by common sense.

IN A LETTER which appeared in the *Daily News* of the 23rd inst., narrating the proceedings on the trial of the Communist prisoners at Versailles, a fact is stated which exhibits in a very unfavourable light the rules of evidence current in French Courts. A document is produced by the prosecution purporting to be signed by one

of the prisoners, Ferré; it is a document of the most important kind, being nothing less than the original order said to have been issued by Ferré for the burning of the Finance Ministry. Of this document the prosecution refuse to give any account; they will not tell where they got it from; apparently it is not produced by any witness, but is thrown on the table by the State officer who conducts the prosecution, and the signature of the accused is then verified by an expert by the comparison of admitted handwriting. The correspondent seems to treat, as the principal grievance, this method of verifying the signature, which, though formerly not allowed by English rules of evidence, was legalised in civil proceedings by the Common Law Procedure Act, 1854, and in criminal proceedings by 28 & 29 Vict. c. 18, s. 8. But what is much more startling, and is utterly at variance with common honesty and fairness, is the production in court of a document, the history of which is not allowed to be investigated, which no witness makes himself responsible for producing, and the original possession and recent custody of which are equally hidden from observation. It would be almost as rational to convict a man because the charge against him was written in the indictment, as to act upon evidence which no one was allowed to sift and which might be manufactured to any extent with the utmost facility; and if the Communist prisoners can only be convicted by a resort to such methods of proof as these, they will scarcely be believed to be guilty.

THE NEW SCALE OF FEES in Bankruptcy Proceedings just issued under the Bankruptcy Act, 1869, and which we printed in our last week's number, calls for little comment. It is, for the most part, a reproduction of the scale previously in force. Most of the changes made are little more than verbal, and are apparently intended rather to remove doubts than to make any substantial change in the law. One alteration, however, is material. The charge for an advertisement in the *Gazette* is, for the future, to be ten shillings instead of three.

MARRIAGE WITH A DECEASED WIFE'S SISTER has at length become legal in the colony of South Australia. Five times, it seems, a bill for the purpose has passed the Local Legislature, but her Majesty's advisers felt themselves unable to do other than recommend her Majesty to withhold the Royal sanction. Last year Earl Kimberley stated in the House of Lords that he had taken that course after considerable hesitation. This year it was felt, and undeniably with reason, that in the face of a constant unanimity in the Colonial Legislature it would not be right that the Sovereign's veto should any longer be exercised. This difference between the marriage law of England and that of our Australian colony may be in some cases as inconvenient as that in the case of England and Scotland; so that there is an additional reason for hoping that the customary English bill may speedily become law; provided always that it is not made retrospective.

OUR READERS will, we hope, bear in mind that the annual gathering of the Metropolitan and Provincial Law Association is drawing near. The meeting is held this year at Newcastle-on-Tyne, commencing on the 10th of October. Papers are invited, and the following is the list of suggested subjects:—1. Land Transfer; 2. Remuneration by Commission—The Two Scales; 3. Party and Party Costs and Taxation; 4. The Law of Bankruptcy; 5. Legal Education—Proposed General School of Law; 6. Amalgamation of the Two Branches of the Legal Profession; 7. Judicature; 8. County Courts Jurisdiction and Practice; 9. Assizes and Circuits; 10. Juries; 11. Public Prosecutors; 12. Married Women's Property; 13. Law of Primogeniture; 14. Stamp Duties. On the 12th there will be an excursion to Tynemouth Priory, and the Local Committee will make arrangements for enabling those attending the meeting to visit other objects of interest in the neighbourhood. Papers, to be in time, must be in the secretary's hands one week before the meeting, and the titles must be communicated four weeks before the meeting.

SCRIP CERTIFICATES TO BEARER.

The importance of providing for a due contribution towards the preliminary expenses of a projected railway, and the necessity of complying with the Standing Orders, which require that a contract, which is called the "subscription contract," shall be signed in a particular manner, before the Act to incorporate the persons who have subscribed, or who shall subscribe, towards the undertaking can be obtained, led, as we are told by Lord Langdale in *Jackson* v. *Cooker* (4 Beav. 59), to the introduction of scrip certificates. A scrip certificate issued before the Act incorporating the company has been obtained is only evidence of the right to obtain shares if and when such shares shall be created by the Act. In *Jackson* v. *Cooker* (*sup.*), where the scrip certificates were thus expressed, "The holder of this certificate having signed the subscribers' agreement, and executed the parliamentary contract, is the proprietor of the above share in this undertaking," it was held that the first holder of such certificate would, on signing the subscribers' agreement, and executing the parliamentary contract, be, not the proprietor, but the person who, if the Act passed, would be entitled to become the proprietor of the corresponding share. Such certificates, as we know, are commonly bought and sold, although, from a legal point of view, they confer no rights and impose no obligations, unless on the first holder; so much so, that the purchaser of scrip certificates in a proposed railway company, which had not obtained any Act of Parliament, was held, after the Act had passed, in the absence of any special contract, not bound to take a transfer of the corresponding shares from his vendor, or to indemnify him against the calls subsequently made (*Jackson* v. *Cooker*, *sup.*). In fact, the legality of scrip certificates in a projected company which has not been incorporated is very doubtful (*Josephs* v. *Pebrer*, 3 B. & C. 639), as involving a bargain about an Act of Parliament to be obtained in the future. But this is a bye-point which we need not now consider.

We have seen what the position of a purchaser from the first holder is. Let us now see what is the position of the first holder himself. This is a question which was entertained in the leading case of *Waterford, Wexford, and Dublin Railway Company* v. *Pidcock* (8 Ex. 279). It was an action of debt for calls. The defendant, it appears, had requested the provisional committee to allot to him 100 shares in the railway company for which the Act had not then been obtained. In answer, he got a letter, informing him that the provisional committee had allotted to him fifty shares, with a request that he would pay the deposit by a day certain, and stating that the scrip certificates would be delivered in exchange for the letter of allotment, and the bankers' receipt for the deposit after execution of the subscribers' agreement, and the parliamentary contract, and proceeded thus:—"N.B. The shares will be forfeited if the deposit be not paid; and the parliamentary contract and the subscribers' agreement must be signed on or before the 20th of August, 1845." The defendant paid the deposit, but never signed the parliamentary contract or the subscribers' agreement. The company was afterwards incorporated, and his name was placed without his consent or knowledge on the sealed register of shareholders. In this state of things he contended, and with success, that he was not a shareholder. It was argued that the execution of the subscribers' agreement and parliamentary contract was not a condition precedent to his becoming a shareholder, but a mere stipulation for the benefit of the company, which they might dispense with at their pleasure; and that they had properly done so in this instance by adopting the payment of the deposit, and placing the

defendant's name on the sealed register of shareholders. But the Court explained that the contract only gave the company the right to insert on the register of shareholders the names of persons who had become entitled to a share in the company by having subscribed the prescribed sum or upwards—*i.e.*, by having made themselves responsible for the whole sum capable of being levied on their shares, which the payment of the deposit, without more, did not do. It was expressly held in *Edwards* v. *Kilkenny Railway Company* (14 C. B. N. S. 526) that the mere fact of a man having applied for and received an allotment of scrip, and having paid the deposit thereon, is not sufficient to make him a shareholder. There must be execution of the subscription contract to bring about that result; and the words "who shall have subscribed," in the 8th section of the Companies Clauses Act, 1845, mean, according to *Newry and Enniskillen Railway Company* v. *Coombe* (3 Ex. 574), "who shall have actually contracted to subscribe, which, according to the previous cases, a person can only do by signing the subscription contract.

There is, then, a *locus pœnitentiæ* in the case of allottees of scrip in a proposed company; and if the first holder of such scrip chooses to forfeit his deposit and decline to take the corresponding shares, he may in general do so. It may be said that there is no reciprocity in this, for the scrip certificate probably gives the right to claim shares if it does not impose the obligation to take them; but this is attributable to the peculiar nature of the scrip certificate itself, which is a device for representing that sort of inchoate title to a share in a company to be formed which the law has not recognised.

We have now spoken of scrip certificates issued before the Act of Parliament incorporating the company has been obtained; but there are scrip certificates issued after the formation of the company as well. It need not be said that these are also wholly unrecognised by the law, except as regards the first holder. The object of issuing scrip certificates to bearer after the company is incorporated is probably to make that which purports to be the right to the proprietorship of shares more saleable, because more negotiable, by passing from hand to hand by delivery, without transfer by deed. But it is needless to observe that scrip certificates to bearer can be of no avail to alter the express requirement of the Act that these shall be transferred by deed only. In *McEuen* v. *West London Wharves and Warehouses Company* (19 W. R. 837), the defendant company issued scrip certificates to bearer on their incorporation. The plaintiff applied for shares, paid his deposit, received the letter of allotment, paid the sum then payable, and received from the company scrip certificates to bearer, reciting that he, or the bearer, was entitled to the corresponding share certificates. He sold these scrip certificates, handing them to the purchaser without executing a deed of transfer, and was afterwards registered as a shareholder, without his knowledge, in respect of the shares which corresponded to the scrip certificates handed by him to the purchaser. An action was brought for calls on these shares, which he filed his bill to restrain; and the suit was, on appeal, dismissed with costs, although the company had, to some extent, recognised the purchaser from him as the holder of the shares, on the ground that the defendant had done everything that was necessary to make him a complete shareholder, and that he could not get rid of his liability as such in any way except by a transfer by deed, and consequential alteration of the register. "None of the cases cited," said Lord Justice Mellish in this case, "appear to me to be any authority for the proposition that when a person has once become a legal shareholder he can be freed from his liability, as a legal shareholder, to pay the calls made upon him simply because he has made some contract to sell his shares, which is void at law, but which may possibly amount to an assignment in equity, and the company, to a certain extent, have acted on that contract," which would be to evade the Act altogether which provides one way only for the transfer of a shareholder's obligations, involving registration, so important a feature as regards creditors. It would never do to admit a system of uses and trusts in the case of shares by recognising the manual transfer of a scrip certificate as tantamount to an equitable assignment of the corresponding share. The usual provision that no share shall vest in the person accepting it until a certain portion of the amount shall have been paid has been held both at law and in equity to mean only that the share shall not vest so as to be capable of being transferred by deed and registration (*East Gloucestershire Railway Company* v. *Bartholomew*, L. R. 3 Ex. 15; *Purdey's case*, 16 W. R. 660), and not that it shall not impose an obligation until that period.

In *McEwen* v. *West London Wharves and Warehouses Company* (*sup.*) the *ratio decidendi* was that the defendant had constituted himself a shareholder by the agreement to take shares. But a good deal turns upon the intention of the parties to the contract. When provisional scrip certificates were issued after the formation of the company in pursuance of the terms of the prospectus, which stated that "on registration of the scrip, of which due notice will be given, the certificates will be divided into five shares of £10 each," it was held that persons who accepted allotments of such scrip could not be made shareholders by the company registering the names without their consent, either in respect of scrip which they had sold in the market, and which had been re-purchased by the company (*Eustace* v. *Dublin Trunk Connecting Railway Company*, 16 W. R. 1110, L. R. 6 Eq. 182), or in respect of scrip which they had retained until the suit (*McIlwraith* v. *Same Company*, 19 W. R. 941). Here the ground was that the meaning of the contract—whether the directors were justified in making such a contract was immaterial—never was that the mere holder of scrip certificates should be obliged to register. So in *Ex parte Collum* (18 W. R. 245, L. R. 9 Eq. 236) Dr. Collum applied for and was allotted new shares in a chartered banking company, paid the first instalment, and received provisional certificates, which on payment of the second instalment and on executing the deed by a given day were to be exchanged for shares, but in default of payment the rights and privileges appurtenant to the certificate were to be forfeited. He never paid the second instalment, nor executed the deed of accession; and on the company being wound up, it was held that he was under no obligation to take shares, for that, as in the last case, something remained to be done before he could become a shareholder which the company could not compel him to do.

In *Ormerod's case* (16 W. R. 240, L. R. 5 Eq. 110), where the articles of association contained an extraordinary provision that the directors might, if they pleased, issue scrip certificates transferable by delivery to applicants for shares, and that the holder of the scrip should be the only person recognised as entitled to the corresponding shares, and should be entitled on surrendering his scrip to be entered on the register of members, in respect of the shares mentioned in the scrip certificate, it was held that an original holder of scrip was not a contributory; although it might, we venture to think, very reasonably have been held that having done all that was necessary to make himself a member of the company by his application for shares, he was bound by the articles of association to take and pay for such shares, apart from the general question whether the whole arrangement was not a fraud on the law of limited liability. It will be remembered that "share warrants to bearer," under the Companies Act, 1867, s. 27, may only be issued in respect of limited shares fully paid up.

Re Littlehampton Steamship Company (13 W. R. 379, 2 D. J. S. 521). The company in the matter of which *Ormerod's case* arose had been cited as an authority for a holder by delivery of scrip certificates being entitled to a winding up order; but the order in that case was only made upon his admitting himself to be a contributory,

which *Ormerod's case* establishes that he was not. We are not aware of any recent cases beyond those already referred to which throw any light on the position of holders of scrip certificates.

THE RULE IN SHELLEY'S CASE.

This well-known rule has been variously expressed. We are inclined, upon the whole, to prefer the definition given by Mr. Preston as conveying the fullest information of its nature and effect. It is as follows:—"When a person takes an estate of *freehold*, legally or equitably, under a deed, will, or other writing, and afterwards, in the same deed, will, or writing, there is a limitation by way of remainder, with or without the interposition of any other estate, of an interest of the same quality as *legal or equitable*, to his heirs generally or his *heirs* of his body; by that name in deeds or writings of *conveyance*, and by that or some such name in wills, and as a class or denomination of persons to take in succession from generation to generation, *the limitation to the heirs will entitle the person or ancestor himself to the estate or interest imported by that limitation*" (1 Prest. Est. 263, 4).

The doctrine of the prevalence which is to be allowed to the general over the particular intent has been very conspicuous in questions on the application of this rule. The general intent, interpreted by the general tenor of the will or other instrument, has been held to prevail over indications of an intention equally plain, though held to be subordinate, which would have been wholly inconsistent with the results occasioned by holding that the principal intent of the testator or author of the instrument disclosed a design which, as a legal consequence, would bring his disposition within the grasp of this strict rule of law. If this judicial perception of the general intent be once reached, the consequences which may flow in regard to the practical effect that may be had, both upon the general and particular intent, are wholly disregarded. This is illustrated by a case before Lord Keeper Henley (*Wright* v. *Pearson*, 1 Eden. 119), which, as shaking a prior decision by Lord Hardwick of an opposite tendency (*Bagshaw* v. *Spencer*, 1 Ves. 142), the authority of which latter case it displaced, has always been considered as a remarkable one.

In the case of *Wright* v. *Pearson* a testator had vested the legal estate in trustees for the purpose of raising £500 for his five grandchildren out of the rents and profits, and, subject thereto, devised the estate to the use of his nephew, T. R., for life (subject to his qualifying himself according to a subsequent proviso), with remainder to the trustees to preserve contingent remainders, with remainder to the use of the heirs male of the body of the said T. R., and their heirs. Provided that, in case his said nephew should die without having any issue male of his body living at his death, he charged the premises with a legacy of £100 each to two nieces, if then living. And he empowered his trustees, as soon as convenient after the death of the said T. R. without issue male as aforesaid, out of the rents and profits to raise and pay the said two nieces the £100 each; and, for default of such issue male of the said T. R., he devised the premises (subject to the payment of the said two sums of £500 and £200) to the use of all and every his said five grandchildren, or such as should be living at the time of failure of issue male of T. R., to take as tenants in common, and their respective heirs and assigns. Provided that the said T. R. should immediately after the testator's death be placed out as apprentice to a surgeon for seven years, or be sent to some college in Cambridge, there to continue till qualified to be ordained as a clergyman. And in case of refusal or neglect herein, the estate before limited to the said T. R. for his life should cease and determine as if he were dead, and the premises limited to him for his life and his issue male as aforesaid should thenceforth revert over and go and remain to such of his five grandchildren as should be living, and their respective heirs, as tenants in common. The testator died in 1740. T. R. died without issue in 1748, having suffered a recovery of the premises. The Lord Keeper considered that, in this case, though clearly an equitable estate, the trusts were declared and executed, in this respect differing from the case of *Bagshaw* v. *Spencer* (*sup.*) and freeing him from the authority of that case. The main question, therefore, was if he issue of T. R. were intended by the testator to take an estate in fee by purchase, or an estate by limitation from the father in tail. Here the testator, he said, was disinheriting his heirs at law to preserve his name, and yet they were to suppose he was giving a fee to the children of T. R., under which the daughters of a son might take contrary to that intent. The testator's intent was to make a settlement of his estate, and, on failure of issue male of T. R., he had limited the remainder over to his five grandchildren. His intention, therefore, was manifest to give such issue male a particular estate, and not a fee. This was *cardo causæ*. He could not hold that the proviso confined the limitation to the issue of T. R. living at his decease. The limitation for life was followed immediately by that to the heirs male, and *then* the proviso was added. But the proviso was collateral to the limitations and broke off the thread of them, which, after the insertion of that proviso, was again resumed. It was argued, too, that the words "in default of such issue male" related to the issue male living at the time of T. R.'s decease, so as to make the limitation over to the grandchildren an executory devise. But he thought the thread of limitations should be taken uninterruptedly, and would stand thus: To trustees and their heirs to raise, &c., then to T. R. for life, remainder to trustees to preserve, remainder to the heirs male of T. R. and their heirs, and, for default of such issue, remainder to the five grandchildren and their heirs as tenants in common. Then the words "and for default, &c." would refer to heirs male before mentioned, and the proviso would be detached, which was the rational construction of the will; for it was absurd to construe it to be limited to the issue male living at T. R.'s decease. Taking the proviso in a parenthesis, it gave the whole will a sense agreeable to the testator's intent. Lord Hardwick had decided *Bagshaw* v. *Spencer* on what he assumed, under all the circumstances of the case, to be the plain intent of the testator, and in doing so he assumed no greater power than every Court of law had. He (the Lord Keeper) went on the same principle in this case. He thought that T. R. took an estate tail from the plain and manifest intent of the testator, and not an estate for life only. Consequently, the recovery was well suffered by him, and the defendants who claimed under it were well entitled to the estate. Mr. Fearne, in commenting on this case, though observing that some of the constructive modifications were not of the gentlest touch, evidently acquiesced in it as a binding authority, and adduced several cases which had been decided in conformity with it (Fearne Cont. Rem. 130 *et seq.*), and the doctrine of the case has been continually recognised up to the most recent times.

In conformity, as we conceive, with the principle of construing according to the principal intent, must those cases be considered as having been decided where it has been held that modifications engrafted upon the gift to the heirs which would be inconsistent with their taking the estate derivatively through their ancestor have not been allowed to counteract the presumption raised by the primary gift to the heirs or heirs of the body of the tenant for life. If, as expressed in the nervous language of Lord Thurlow, "the heir takes in the character of heir, he must take in the *quality* of heir." "I never heard it contended the testator could vary the sense of the law; whether heirs general, heirs male, or heirs female are to be take by those words, they must take in that *quality*" (*Jones* v. *Morgan*, 1 Br. C. C. 216).

Where the limitations have been to the heirs male of the body who should live to attain their ages of twenty-one years, their heirs and assigns for ever (*Toller* v.

Attwood, 15 Q. B. 929), to the heirs of the body to take as tenants in common, and not as joint tenants (*Bennett* v. *Earl of Tankerville*, 19 Ves. 170; *Doe* v. *Smith*, 7 T. R. 531), and where the heirs have been directed to assume the name of the testator (*Nash* v. *Coates*, 3 B. & Ad. 839), it has been held that such indications of intention, as to the way in which the heirs were to take, were not sufficient to overcome the primary intent that they should take as heirs, and the operation of the rule was therefore not excluded. Even a delaration that the heirs shall take by purchase must, it should seem, yield to the energy of the rule, if its operation be invited upon the principles above indicated (Harg. Law Tracts, 562). It should be observed, however, that with regard to estates in tail, when the remainder is limited to the heirs of the body of the tenant for life, and of some other person with whom the tenant for life is married or may lawfully intermarry, the remainder will not unite with the estate for life in the ancestor, but the heirs will be *purchasers of an estate tail* without any right in either of their ancestors arising from the gift to their heirs (1 Prest. Est. 334, 335; *Denn* v. *Gillott*, 2 T. R. 435).

In a recent case there was a devise which, as to this point, was to testator's daughter E. A. V. for life, and (subject to a power of appointment) remainder to all the children of E. A. V. and her husband in fee as tenants in common, with benefit of survivorship, if only one to that one in fee, followed by a direction that in case every child of the said E. A. V. born or to be born should die under the age of twenty-one, and without having issue born or to be born in due time afterwards, the said lands were to be to the use of the heirs and assigns of his said daughter E. A. V. *as if she had continued sole and unmarried*. The daughter had three children, who all died without issue *in the testator's lifetime*, two under twenty-one, but one having attained twenty-one died in 1847 aged twenty-three. The testator died in 1849. E. A. V. died in 1868, having had no other issue than those named, but having in her lifetime by deed duly executed disposed of the lands in question. The person who was heir-at-law both of the testator and E. A. V. claimed the lands either as heir-at-law of the testator, as in case of an intestacy after the life estate to E. A. V., inasmuch as the event on which the gift over to her heirs was limited failed, as one of her children attained twenty-three, though he died in the lifetime of the testator, or if not on that ground, upon the ground that the limitation to the heirs of E. A. V., *as if she had died sole and unmarried*, if it came into effect, could only operate to give an estate by *purchase* to the person fulfilling the described character, such person being himself. The Court of Exchequer, although apparently ready to decide the question on the first ground in favour of the heir, which would have rendered the consideration of the second unnecessary, yet as this had been fully argued, and was a point of much importance, judgment on this point was also given; which, in fact, the Court seemed rather to prefer that the decision should rest upon; and it was unanimously held that the limitation being to the heirs of E. A. V., *as if she had died sole and unmarried*, was such an essential restriction of the persons who could lawfully fill the character of heirs, inasmuch as it excluded all her direct descendants, that it was impossible to apply the rule in *Shelley's case* to such a limitation. Consequently, persons taking under it must take by *purchase*, in which case the heir was clearly entitled, so that *quacunque via* his title was good (*Brookman* v. *Smith*, 19 W. R. 1029).

An attempt was made to show that the limitation to the heirs of E. A. V., being after a remainder in fee to her children, could only be an executory devise, and not a remainder, and upon this ground, therefore, not liable to the influence of the rule in *Shelley's case* (see Fearne's Cont. Remrs. 276, and *per* Lord Cranworth, C., in *Coope* v. *Arnold*, 4 D. G. M. & G. 589); but the Court rejected this reasoning, on the authority of *Evers* v. *Challis* (7 H. L. Cas. 531), which clearly shows that though the express devise over, if there had been children to take who died under twenty-one, and without having issue, would have been an executory devise, if children had existed after the decease of the testator, yet the implied devise over (assumed upon the second point), in case there were no children to take at all, would be a contingent remainder, and capable of uniting with the previous life estate, and if the devise over had been to her heirs or the heirs of her body E. A. V. would have taken an estate in fee or in tail.

The case of *Brookman* v. *Smith* (*sup.*) appears to show that although where there is, in the first instance, a gift to the heirs or heirs of the body, male or female (all being estates recognised by the law), of a person who takes a previous particular estate of freehold by the same instrument, the operation of the rule in *Shelley's case* may not be excluded by the addition of *some* directions that the heirs are to take in a particular manner, inconsistent with derivation from the ancestor, but rather that the generality of the first gift will cover and control the subsequent attempted modification. Yet where, as in this case, the original gift is in its very terms circumscribed and restrained to certain persons only who would be covered by the designation of heirs, excluding those who would be comprehended in the first rank, within the description—viz., the lineal descendants of the ancestress herself (such a modification of descent being unknown to the law)—it is impossible to say, although the testator has employed the term heirs as part of the description of the persons he intends to take, that he meant primarily all such persons as the law comprises under the term; but it must be rather intended that he had not the legal notion of heirship in his mind, but meant to designate a certain class of persons who, though they are to be ascertained (in a sense negatively) by reference to the class of heirs, and who, though they may really happen to be heirs, are not to take by virtue of that title, but by virtue of a qualification not recognised by the law, and therefore such persons must take, if at all, by purchase as *personæ designatæ*, and not derivatively through the ancestor. In such case there is, of course, no room for the operation of the rule in *Shelley's case*.

RECENT DECISIONS.

PRIVY COUNCIL.

PRESENTMENT OF BILLS FOR ACCEPTANCE BY AGENT.

Bank of Van Diemen's Land v. *Bank of Victoria*, P.C., 19 W. R. 857, L. R. 3 P. C. 526.

The defendants, who were bankers at Melbourne, and acted as agents there for the plaintiffs, received under indorsement from the plaintiffs a bill, drawn on a Melbourne firm to the plaintiffs' order at fifteen days' sight, and which they had discounted for the drawer. On the same day on which they received it, Friday, 8th February, 1870, at 2 p.m., they left it with the drawees for acceptance. On the following day, at 11.30 a.m., they called for the bill, but were informed that it had been mislaid, and, business hours closing at twelve on Saturday, were requested to call again on Monday. The bill had in fact been then accepted. On Monday, at about 11.30, they called again; but in the meantime the drawees, having reason to suspect that there was something wrong, had directed that the bill should not be parted with, and the defendants were put off with the excuse that the person who had charge of the key of the safe was out. On the same day the drawees cancelled their acceptance, and when the defendants called on the following day the bill was delivered to them with the acceptance cancelled. For an alleged breach of duty by the defendants in allowing the bill to remain for an unreasonable time in the hands of the drawees, the plaintiffs brought this action. The jury found that according to mercantile usage the bill ought to have been presented

(as it was, in fact) on the same day on which it was received; that there was *strictly* neglect in not demanding delivery of the bill on Saturday, accepted or unaccepted, but that the defendants were excusable, on the ground of the respectability of the drawees, and that Saturday was a short day; that it might have been obtained accepted on Saturday; and that it could not have been obtained uncancelled on Monday; and they assessed nominal damages. On a rule to enter the verdict for the amount of the bill the Supreme Court of Victoria discharged the rule, and on appeal the Privy Council affirmed their judgment; not, however, altogether on the same grounds. The Court below practically overruled the finding of the jury as to the mercantile usage, and held that the defendants were not bound to present the bill before Saturday, or to obtain acceptance before Monday; and that as on Monday the bill could not have been obtained uncancelled, no harm was done; and they complicated the question by the consideration that, as the plaintiffs would not on this footing have been entitled to receive notice of dishonour earlier than by the Monday's mail, the defendants were at liberty to take the whole time between Friday and Monday, and give to the drawees as much of that time for acceptance as they pleased. The nominal damages they supported on the ground that there was delay in not obtaining the bill before Tuesday. This was not a very clear or satisfactory way of dealing with the question. The Privy Council, on the other hand, in construing the phrase "reasonable time," laid down generally the duty of an agent to be, to obtain acceptance of the bill, if possible, but not to risk a refusal by pressing for acceptance unduly, provided the steps for obtaining acceptance or refusal were taken within the limit of time which would preserve the right of his principal against the drawers. They treated the bill as properly presented on Friday, and construed the second finding of the jury as meaning that, it being the usage to allow bills to lie with the drawee for acceptance for twenty-four hours, the defendants were excusable in not demanding the bill on Saturday, because the twenty-four hours could not expire during business hours; holding expressly, apart from the finding of the jury, that it is the ordinary custom of merchants to leave a bill for acceptance during that space of time. They further intimated a doubt whether the defendants would not have been entitled to have the verdict entered for them, although it might be that the neglect on Monday warranted the nominal damages. This decision possesses the advantage of giving effect to the finding of the jury instead of overruling it. In the legal principles laid down there is this difference—that, in interpreting the phrase "reasonable time," within which acceptance or refusal is to be obtained, their lordships take the time within which the principal is to have notice of dishonour forwarded to him as the limit beyond which the time must not extend, instead of taking it as giving an absolute period which the agent may use as he pleases; and it may be inferred from their judgment that if Saturday had not been a short day, they would have held the defendants guilty of neglect in not demanding the bill, which is the effect also of the finding of the jury. This mode of applying the test appears much more reasonable than that adopted in the Court below. The case further gives an important sanction to the mercantile usage which allows of the leaving a bill for acceptance for a period of twenty-four hours.

EQUITY.

Charity—Power to Take Money Bequeathed or Devised.

Chester v. *Chester*, V.C.B., 19 W. R. 946.

We noticed a similar case to this a short while ago (*ante* p. 288). A charitable institution, like many other charitable institutions, was incorporated with a power to have, hold, receive, and retain any sums of money bequeathed or devised to it by any person; and the question was, whether it could take a bequest of impure personalty. It was decided, as the Master of the Rolls decided in *Nethersole* v. *School for the Indigent Blind* (19 W. R. 174), that the power in question did not enable the charitable institution to take money secured by mortgage, which would in effect be repealing the Statute of Mortmain. Similarly, in *Robinson* v. *Governors of London Hospital* (10 Ha. 19), a proviso that the London Hospital might, notwithstanding the Statute of Mortmain, have, take, hold, and enjoy real estate, was held not to remove the disability imposed on testators by the Statute of Mortmain, so as to enable them to devise lands to the charity—*i.e.*, the special Act enabled the charity to take lands, but did not enable testators to devise lands to the charity.

Staying Proceedings by Creditors till Hearing of Winding up Petition.

Re London and Suburban Bank (*Limited*), V.C.W., 19 W. R. 950.

The 89th section of the Companies Act, 1862, provides that the Court may, at any time after the presentation of a winding up petition, and before making an order for winding up the company, upon the application of the company, or of any creditor or contributory of the company, restrain further proceedings in any action, suit, or other proceeding against the company, upon such terms as the Court thinks fit. The question here was whether an order restraining an action until after the petition should have been disposed of could be made on an *ex parte* application, or whether notice was necessary, and the Vice-Chancellor, though not without hesitation, on hearing that similar orders had been made at the Rolls, made the order asked for on an *ex parte* motion, but required the usual undertaking as to damages. The section, we think, is framed rather loosely, but there can be no serious objection to such orders being made on a motion *ex parte*, provided the usual undertaking be required. We may add a reference to *Re Penault Silver Lead Mining Company* (*ante* p. 714), where a similar order was made by the Master of the Rolls.

COMMON LAW.

Company—Winding up under Supervision.

Wiltshire Iron Company v. *Great Western Railway Company*, Q.B., 19 W. R. 935, L. R. 6 Q. B. 101.

Sankey Brook Coal Company v. *Marsh*, Ex., 19 W. R. 1012, L. R. 6 Ex. 185.

Both these cases relate to the alteration made in the relations of a company by an order to wind up. The first, *Wiltshire Iron Company* v. *Great Western Railway Company*, illustrates the change made in its position with reference to third persons. Goods having been delivered to the defendants for carriage by the liquidator of the plaintiffs' company, who was carrying on the business under the order of the Court with a view to winding it up, the defendants claimed to exercise a right of lien over them in respect of freight which had accrued due to them from the company before the winding up. The Court of Queen's Bench, interpreting the general effect of the winding up provisions in the Companies Act, 1862, decided that the defendants had no such right; that, although the liquidator acts and sues in the name of the company, yet he in fact acts and sues not for the company but for the creditors. "The effect of the winding up," says Mellor, J., "seems to be that, from that moment there is a *quasi* bankruptcy. The property becomes no longer the company's, it is rather in the hands of the creditors." This decision has now been affirmed in the Court of Exchequer Chamber.

Substantially the same question arose in *Sankey Brook Coal Company* v. *Marsh*, where the defendant attempted to set off against a debt contracted with the company after winding up a debt due from them to him before the

winding up. The Court held that the debts were not in substance between the same parties, and that the set-off could not be allowed.

In this case, however, a distinction was relied upon by the defendant, which it is important to notice. The winding up in *Wiltshire Iron Company* v. *Great Western Railway Company* was a winding up by the order of the Court; in the present case it was a winding up under the supervision of the Court; and it was contended that this, which is a modification of a voluntary winding up, was distinct in its character from a compulsory winding up, and not within the authority of that case. In support of this construction the defendant relied upon *Brighton Arcade Company* v. *Dowling* (16 W. R. 361, L. R. 3 C. P. 175), where under a mere voluntary winding up the right of set-off was, in circumstances substantially similar, allowed; but, unfortunately for the argument, the distinction between a voluntary winding up and a winding up under supervision was there expressly pointed out and relied upon by the Court. It is to be regretted that upon the suggestion of the Court in the present case, the plaintiffs consented to an insertion in the declaration of an allegation that the company was insolvent; the effect of this is that, so far as the authority of this case is concerned, the liquidator suing in the company's name in similar circumstances is not exonerated from the obligation of giving evidence of that fact. The plaintiffs also relied in argument upon the fact that the defendant was a member; but as the Court entirely disregarded that circumstance, it does not limit the generality of the decision.

REVIEWS.

The Law relating to Works of Literature and Art: embracing the Law of Copyright, the Law relating to Newspapers, the Law relating to Contracts between Authors, Publishers, Printers, &c., and the Law of Libel, with the Statutes relating thereto; Forms of Agreements between Authors, Publishers, &c., and Forms of Pleading. By JOHN SHORTT, LL.D., of the Middle Temple, Barrister-at-Law. London: Horace Cox. 1871.

The author of this work appears to have started with the idea of producing a kind of legal *vade mecum* for literary men. It was his object, as we learn from the preface, "to unite in one book the various branches of law relating to literature and art, with a view of supplying not only the legal profession with such a work, but also those engaged in literary and artistic pursuits, whether as authors, editors, or publishers, with a complete statement of the law bearing on the subjects of their important labours." It is no disparagement to Mr. Shortt to say that in this object he has not succeeded. If any author, editor, or publisher takes up the present work in the hope that with its aid he may become his own lawyer, he will either soon put it down in despair, or the result will be disastrous—but this was inevitable. The principles of the law, in their broadest and simplest form, may well be popularised—that is to say, made intelligible even to those who have had no special legal training. But the details of law in their practical shape cannot. It is no more possible to enable a layman to deal practically and safely with matters of law than to qualify one of no hospital training to operate for the stone. And this error (as we think it) of plan is the root of the main defects of the book. For example, the chapter on "Contracts between Authors, Publishers, Printers, &c.," could not well have been omitted in a book framed on such a plan. But such a chapter can obviously have but little real value, seeing that the classes of contracts of which it treats, have in fact nothing distinctive about them, but are governed by the ordinary law of contracts.

While, however, Mr. Shortt has not succeeded in producing a handy book for literary men, he has produced something far better, an excellent treatise on several important and difficult branches of law. By far the greater part of the book is devoted to the two subjects of the law of copyright and the law of libel. And both of these subjects are extremely well handled. The law of copyright, being altogether founded on statute, requires for its proper treatment rather diligence and accuracy than any other qualities, and these Mr. Shortt has brought to bear upon it most conscientiously. The law of libel, on the other hand, both from its own inherent nature, and from the present conflict between old habits of thought and new, is one of the most difficult subjects in the whole range of our law. And we have no hesitation in saying that there is more clear thinking and more clear speaking in Mr. Shortt's book than in anything which has appeared on the subject since Mr. Starkie wrote.

The Law Magazine and Law Review. August, 1871. London: Butterworths.

The August number of the *Law Magazine and Law Review* comprises subjects of great interest. The article on the Law of Fixtures is continued, and the rule laid down in the previous number for determining fixtures is further illustrated.

In article II. a very important subject is discussed—"Sanitary Legislation, considering particularly the recent report of the Royal Sanitary Commission." In considering the proposed new statute the *Review* takes exception to certain portions. For example, where it is proposed to enact that the local authority may themselves furnish the water when it appears upon the report of a surveyor that any house is without a proper supply of water, the suggestion is made that nothing ought to be left to a surveyor, or to the discretion of the local authority, but that the supply of water should be imperative. The scientific officers of the central authority should establish what amount of water is proper for health. The local authority should be obliged to see that it is supplied. So also it should be the local board *shall*, and not *may*, do the work, where it appears that a house or any part of a house is in such a filthy or unwholesome condition that the health of any person is affected or endangered thereby. The proposed statute does not make any new provisions against the supply of unwholesome and adulterated food to the people. This is, of course, one of the chief branches of sanitary reform; but it is a subject distinct in itself, and might, perhaps, be with advantage dealt with in a separate statute. Then, again, bye-laws may be made by the local authorities with respect to the structure of walls and ground floors of new buildings—for securing stability, and for the prevention of damp and fire, and with respect to the sufficiency of space about buildings, and with respect to the securing a free circulation of air and the ventilation of buildings, and with respect to the draining of buildings, &c. Here, also, too much reliance is placed on the local authority. These laws ought either to be drawn up by the central authority, or some general rules should be laid down for the guidance of those who may have to draw them. We quite agree with the *Review* that more attention should be paid to the study of hygiène—that medical men should be induced to consider it quite as much their duty to prevent disease as to cure it. We cannot but think the report of the commission of very great value. Whatever may be its shortcomings, it is a great stride in advance, and further advances will, of course, be made. No one, we suppose, contemplates finality in this branch of legislation. Among the important suggestions contained in the report there is this one proposal of the highest value:—"That the present fragmentary and confused sanitary legislation should be consolidated, and that the administration of sanitary law should be made uniform, imperative, and universal throughout the kingdom." This, of itself, if carried into effect, will produce great beneficial results.

The next subject is somewhat new, "On the Transmission of Bills of Lading and other Negotiable Instruments by Telegraph." It is proposed that bill departments should be established in connection with telegraph offices. A bill of lading or any other negotiable security might then be taken to this bill department, which would stamp the document with a stamp showing that its value was annulled, and send on the contents by telegraph. The bill department at the other end of the wire would deliver a copy of the original document to the transferee.

It would doubtless be a great advantage if a consignee of goods could obtain his negotiable bill of lading more quickly than by post; in fact, as soon as his contract has been entered into; and the proposed plan might be feasible. Still, there are many difficulties in the way—more especially the one arising from the greater facility for forgery. The negotiable instrument would no longer be the original document, which by the signatures carries on its face evidence as to genuineness; but would be a document issued by the telegraph department, and this would have no peculiar signatures to check forgery.

In article IV. an attack is made on County Court Commitments. It consists merely of an array of authoritative opinions as to the advisability of abolishing them. The arguments *pro* and *con* appear to be reserved for a future occasion.

In another article, the oft-told story of Algernon Sidney's trial is once more related.

Then we have a critique on the Classification of Rights. The conclusion arrived at is, that the old division into real and personal rights has no paramount claim to the attention of a modern jurist.

In article IX. attention is drawn to the peculiarities of the Law of Distress. Assuming that the landlord ought to have this privilege, changes might easily be made which would at the same time diminish the loss and inconvenience of the tenant, and the danger of the landlord. As the law at present stands, there are many limitations of the right to distrain. Express agreement is necessary in the case of a lease of mere chattels, in order to render distress available. No distress can be made for rent on a mere licence to use premises for a particular purpose, nor for rent due under a mere agreement for a lease. Uniformity as to the power of distress in all cases of the payment of rent would be convenient. Then there is the difficulty as to whether the bailiff has obtained admission to the premises in a proper way. There is a variety of complicated distinctions as to what goods may be distrained and what may not; and there is always a question as to the value of the goods that may be distrained. It is suggested that much of the evil of the right of distress would be eliminated by the adoption of a provision similar to one in the New York Revised Statutes, vol. ii. 501, ss. 2, 3, 8, "under which every distress must be made by the sheriff upon the previous affidavit of the landlord or his agent, stating the amount of rent due, and the time it became due."

The last article is on the "Literature of the Irish Land Question." This is not of very great value. The papers written on this subject are likely to be well known to those who take interest in it. But we are of the same opinion with the *Review*, that the Irish Land Question is not one that is finally settled. It has passed into a different phase, and is shelved for the time being, but will in all probability crop up again at no very distant period. We have now enumerated the principal papers published in this number. We think some of the articles suffer from their extreme conciseness.

A Practical Treatise on Liquidation by Arrangement and Composition with Creditors under the Bankruptcy Act, 1869. By JOSEPH SEYMOUR SALAMAN, Solicitor. London: Stevens & Haynes. 1871.

A Concise View of all Proceedings in Liquidations and Compositions under the Bankruptcy Act, 1869. By G. MANLEY WETHERFIELD, Solicitor. London: Longmans. 1871.

Notes on Liquidations and Compositions under the Bankruptcy Act, 1869. By G. MANLEY WETHERFIELD, Solicitor. London: Longmans. 1871.

The great practical importance of the liquidation and composition clauses of the Bankruptcy Act, 1869, and the great difficulty which any person would experience who sought to act in such matters without any further guide than that which the Act and the rules themselves furnish, must be accepted, we suppose, as a sufficient justification for the enormous number of books which have appeared and still continue to appear on these subjects.

Mr. Salaman's work is one of the most complete treatises of liquidation and composition we have met with.

Mr. Wetherfield's two little books are recommended by their extreme brevity. They contain at the same time much useful matter.

Mr. John Beer, solicitor, of Devonport (firm, Beer & Rundle), has been elected recorder of Saltash, in Cornwall.

The Lord Chancellor will open Reading Grammar School on Monday, the 11th of September.

The clerk to the Portsmouth Borough Magistrates (Mr. Samuel Greetham) having resigned his office, which he had held for thirty-five years, it has been decided that his successor shall be paid by salary, and not by fee. The magistrates were in favour of £1,000 a-year, but the Town Council proposed £800. At a meeting of the latter body on the 14th of August they agreed that the salary shall be £900 per annum.

COURTS.

THE ALBERT LIFE ASSURANCE ARBITRATION.*

(Before Lord CAIRNS.)

June 10.—*Re The Family Endowment Life Assurance and Annuity Society. Alexander's case.*

Company — Winding up — Contributory—Executors—Acceptance of shares by executors—Deed of settlement—Ultra vires.

A testator, at the time of his death, in 1848, *held* 250 *shares in the F. Company. After his death the three executors of his will received the dividends on his shares. In* 1860 *they received notice from the secretary of the company that it was desirable that the shares should be transferred into the name of a responsible person, who should sign a deed of acceptance and be registered as the proprietor. The executors requested in reply that the shares might be registered in their names. Thereupon the secretary sent them a deed of acceptance, which was signed by all three; but the register was never altered, nor were fresh certificates given. The dividends were thereafter paid to them, and the receipts were given by one of them for "self and co-executors," or in some similar form, until* 1861, *when, on the amalgamation of the F. Company with another company,* £4 *per share was paid to them. This* £4 *per share was paid in by them to a bank to the joint executorship account, and thereafter they received no dividends. Two of the executors afterwards died; and it having been held that the shares in the F. Company were not extinguished on the amalgamation, and the F. Company now being wound up, the name of the surviving executor was placed on the list of contributories to the F. Company in his own right. On an application to remove the name, it was*

Held, that the deed was clearly an acceptance personally of the shares, which up to that time they held as executors. It having been contended that, by the provisions of the F. Company's deed of settlement the directors were precluded from accepting more than one person as the proprietors of the same shares, it was held that, though the provisions were not accurately drawn, yet it was not inconsistent with those provisions for the directors to accept the executors as a proprietor in their joint character and for their individual benefit as owning them. Consequently the liability survived to the survivor, and the surviving executor was held to be a contributory in his personal capacity.

This was a question as to whether the name of Mr. James Alexander should be on the list of contributories to the Family Endowment Society.

J. Alexander, senior, died in 1848, and at the time of his death was the holder of 250 shares in the society. His will was proved by the three executors—C. D. Bruce, Robert Alexander, and James Alexander. The dividends were subsequently paid to these executors. On the 7th January, 1860, they received the following letter from the secretary of the society:—"I am instructed by the board of directors to inform you that it is necessary, in order to a title to dividends on the late Mr. J. Alexander's shares in this society, that a responsible party (to be approved by the board) accept and sign a deed of acceptance, and be registered as a proprietor of such shares; and I have therefore to ask you, as the executors of the late Mr. J. Alexander, to be good enough to inform me who you propose shall be such party or proprietor." A reply was written to this, but it did not appear what the purport of this reply was. On the 16th January, 1860, the secretary wrote again:—"250 shares of the late J. Alexander, Esq. We take note of your memorandum written here this day in reference to the above shares. In the meantime it is desirable that they should be transferred into the name of one of the executors; will you therefore be good enough to let us know the name, address, and occupation of the gentleman to whom you propose they shall be transferred, in order that we may prepare the deed for that purpose, if the proposed transferee be approved." On the 24th January a letter was written in reply by Messrs. Fletcher, Alexander & Co., bankers, the firm of which the executors were all members:—"In reply to your letter of the 7th instant we have to request that the shares in your company belonging to the late Mr. J. Alexander may be registered in the joint names of his executors—viz., C. D. Bruce, Esq., of &c., Robert Alexander, Esq., of &c., and James Alexander, Esq., of &c. We believe the will of the deceased has been already registered in your office."

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* Reported by Richard Marrack, Esq., Barrister-at-Law.

The secretary thereupon forwarded the deed of acceptance to the executors. It was as follows:—"This indenture, made the 4th day of February, 1860, between C. D. Bruce, of &c., Robert Alexander, of &c., James Alexander, of &c. of the first part, and R. B. Chichester, D. M. Gordon, and J. W. Johns, three of the directors of the Family Endowment Society, of the second part, *witnesseth* that the said C. D. Bruce, R. Alexander, and James Alexander, being entitled as executors under the will of J. Alexander, deceased, to the shares No. 4,500 to 4,750 inclusive in the capital or joint stock of the said society as established by deed of settlement, dated the 17th day of January, 1837, and having been approved of by the board of directors of the said society as fit and proper persons to be admitted proprietors of the said society, testified by the said three directors of the society, severally executing these presents, the said C. D. Bruce, Robert Alexander, and James Alexander do hereby acknowledge and declare that they hold the said shares subject to the covenants, conditions, clauses, and agreements contained in the deed of settlement of the said society, and all other rules, regulations, and provisions now in force affecting the said society. And the said C. D. Bruce, R. Alexander, and James Alexander do accept the said shares upon the above terms and conditions." The deed further contained a covenant whereby they covenanted for themselves, their heirs, executors, and administrators, with the said directors of the society, to pay all sums of money payable by them as proprietors of the said shares, and to obey &c. all the covenants &c. contained in the deed of settlement, and to be observed on their part, as the proprietors of such shares, and to conform to all existing rules &c. of the society.

A minute was entered in the books of the society on the 16th of February, 1860:—"Deeds of acceptance by Mary Pearce (40 shares), and the executors of J. Alexander (250 shares), were signed."

The names of Bruce, Alexander, and Alexander were never entered on the register of the society: the shares were still registered in the name of the testator, J. Alexander. On the 20th of February, 1860, the executors wrote to the society as follows:—"London.—To the directors of the Family Endowment Society: We request you will pay to Messrs. Alexander, Fletcher, & Co., of &c., all dividends that may become due on the shares standing in our names." In February, 1860, the receipt for the dividends was signed by Bruce, and in July, 1860, by James Alexander, "for self and co-executors," and on the 3rd of January, 1861, by Bruce, "for self and co-trustees," and in July 1861, by Bruce, "for self and co-executors." In 1861 the Family Endowment Society became amalgamated with the Albert. On the amalgamation Bruce, Alexander, and Alexander, in common with all the shareholders of the society, received £4 per share on all the shares (vide *Lee's case*, 15 S. J. 636). The money so received on the shares was paid into a bank to the joint executorship account, and was treated by them as part of the assets of the testator's estate.

On the occasion of the amalgamation, the executors had lost the share certificate, and as it was necessary to give up this certificate, they accordingly wrote to the Albert Company as follows:—"We beg to inform you that the certificate for our 250 shares in the Family Endowment Society has been either lost or mislaid, and at the same time to state that the said document has not been parted with by us as a security. We, however, claim the return of £4 per share capital on the said shares, and, on your paying us the amount, we hereby hold you harmless from all consequences of your doing so in the absence of the certificate referred to." This return of the £4 per share on each share in the Family Endowment Society was held in *Lee's case* (*ubi sup.*) not to have been an extinction of the shares.

C. D. Bruce and Robert Alexander had since died. On the winding up of the Family Endowment the surviving executor, James Alexander, was placed on the list of contributories in his own right.

An application was now made that, if included, he might be included only in his capacity of executor, or that the deceased executors might be declared to be jointly liable with him.

The deed of settlement of the Family Endowment Society contained the following provisions:—

Clause 104. That all deeds of transfer and acceptance of shares shall be in such form as hereinafter directed; but nevertheless it shall be lawful for the board of directors from time to time, at their discretion, to alter such forms and to prescribe such other forms as in their judgment they shall consider necessary or proper to be adopted.

Clause 105. That in no case shall the board of directors permit more than one person to become a proprietor of the society in respect of any share in the capital of the society, it being hereby intended that two or more persons jointly entitled either as trustees or beneficially to any share or shares shall not be allowed to join proprietors of the society in respect thereof.

Clause 106. That the board of directors shall cause the name and place of residence of every present or future proprietor or holder, and the number of shares belonging to such proprietor or other holder, and the proper number of each share to be entered in a book to be kept for that purpose, to be called the "share register book."

Clause 157. That the husbands of female proprietors and the executors and administrators of deceased proprietors, and assignees of bankrupt or insolvent proprietors, shall not be proprietors in respect of the shares held by them in the capital of the society in any of those capacities, and shall not be entitled to receive any bonuses or dividends which shall be appropriated and declared on the shares of such female, deceased, bankrupt, or insolvent proprietors after their marriage, death, bankruptcy, or insolvency, but such bonuses or dividends shall remain in suspense until some person shall have become proprietor in respect of such shares.

Clause 159. That the husband of a female proprietor, or the executors or administrators of a deceased proprietor, may in the manner and upon the terms hereinafter mentioned become a proprietor in respect of all or any of the shares held by him or her in the capital of the society in either of those capacities.

Clause 164. . . . . Where, however, the husband of a female proprietor or an executor or administrator wishes to take the share himself, or any person agrees to take a share from the board of directors, the following form of deed of acceptance is to be used, with such variation as the circumstances of each case shall render necessary.

[The form of the deed therein set forth is the same as that of the 4th February, 1860.]

Clause 173. That the share-register book shall, as between the society and any person claiming to be a proprietor of the society in respect of any share or shares, be conclusive evidence on behalf of the society, to show whether he or she is a proprietor of the society in respect of such shares or shares. . . .

Clause 174. That the certificate or certificates to be delivered by the board to every present and future proprietor of shares in the capital of the society shall, as between the society and the proprietors thereof, be conclusive evidence on behalf of such proprietor, that he or she is a proprietor of the society in respect of the share or shares mentioned in such certificate, and the said certificate or certificates shall continue to be such conclusive evidence until such entry, erasure, or other alteration as hereinbefore is mentioned shall have been made by the board of directors in the share-register book, for the purpose of making it appear therein that the proprietor of the share or shares mentioned in such certificate or certificates is no longer entitled to such share or shares.

Higgins, for James Alexander.—There was no alteration in the society's register; no certificate was issued; in short, nothing was done whereby the testator's estate was discharged. There was no intention on the part of James Alexander to assume any liability. He never had the rights of a shareholder. The company was never bound to him, and he was never bound to the company. All that the deed amounted to was this: the society waived the provision in clause 157, and allowed the executors to have the bonuses and dividends, although they did not become proprietors in the prescribed form. If it be held that they were accepted by the directors as a proprietor, then such a proceeding was *ultra vires*. There are various clauses in the society's deed of settlement which show this. Among others the 105th. Moreover, there are clauses which provide that the register and certificate shall be conclusive evidence as to ownership of shares. It has been laid down that you must show very distinct terms in the deed, in order to make an executor personally liable merely because he has received dividends due in respect of shares of his testator: *Re St. George's Steam Packet Company, Ex parte Doyle* (2 Ha. & Tw. 222); *Re The Vale of Neath and South Wales Brewery Company, Keene's Executors'* (3 De G. M. & G. 272); *Re The Herefordshire Banking Company, Bulmer's case* (33 Beav. 435, 12 W. R.

564). The receipts show that the dividends were received by them in their capacity of executors. In no case can James Alexander be placed on the list separately and individually. Any liability must be shared by the other two executors.

Rodwell, for the Family Endowment Society.—James Alexander has made himself the personal proprietor of these shares. The deed was clearly an acceptance of the shares, and the survivor of the three, who were a joint proprietor, is entitled to the full benefit and is liable to the full obligations of the shares. With regard to the clauses of the deed there is some obscurity in them, but on the whole their construction will admit of the proceeding being *intra vires*. But if anything were done that was *ultra vires*, then the adoption and acquiescence on the part of Mr. Alexander preclude him from raising such an objection.

Higgins, in reply.—Alexander never accepted the shares. If he had, he could have disposed of them. But the 174th clause of the deed would have hindered him from doing so.

Lord CAIRNS.—There is a little peculiarity in this case with reference to the provisions of the deed of settlement of the company to which I will afterwards refer. Setting aside those provisions for a moment, there could not, I think, be any doubt at all as to the liability of the three gentlemen, C. D. Bruce, Robert Alexander, and James Alexander, in their lifetime, and the liability of the survivor to be on the list of contributories of this company in their and his own right. I pass over what took place before the year 1860. But a short time before the month of February in that year a distinct requisition was made to them, whether justified or unjustified (with that I have nothing to do), that they should themselves, or some or one of them, become actually a shareholder or shareholders in the company. That resulted in the preparation of the deed of the 4th of February, 1860, which was executed by these three gentlemen, and by the directors of the company. That deed is in the clearest and most unequivocal form an acceptance personally of shares, which up to that time they held only as executors, with a covenant to pay all liabilities which might properly attach to those shares, and a recognition by the directors of these three gentlemen as the proprietors, as it is called in one place of the deed, or proprietor, as it is called in another place, of these shares. There could not well have been any misapprehension about that entertained afterwards, because I find that on the 20th February, 1860, it is followed by a letter signed by these three gentlemen, in their individual capacity, and not as executors, to the directors of the Family Endowment Society:—Gentlemen,—"We request that you will pay to Messrs. Alexander, Fletcher, & Co., of &c., all dividends that may become due on the shares standing in our names"—showing that their apprehension at that time was not merely that they had taken to the shares, but that all requisite alterations had been made, so that it was proper to describe the shares at that moment as standing in their names. And then, when the amalgamation came, I find that they write to the directors of the Albert Company on the 24th September, 1861, in this way:—"Gentlemen,—We beg to inform you that the certificate of our 250 shares in the society has been either lost or mislaid, and at the same time to state that the said document has not been parted with by us as a security." And then they ask for payment to be made to them, and promise to indemnify the directors for making it, to indemnify them as regards this lost certificate. This is signed by James Alexander, "for C. D. Bruce, Robert Alexander, and self."

Now, in that state of things, if what the directors did was not *ultra vires* there cannot be any doubt whatever that, whether the share register was subsequently changed by the directors or not, here was the most solemn form of undertaking by these three gentlemen to take to the shares, and to discharge all liabilities connected with them, and they clearly (this being an unregistered company) would, under the 200th clause of the Act of 1862, be persons liable to contribute at law or in equity to the liabilities on the shares, or to contribute to or join in bearing the liabilities of those shares with the other members of the society. As regards the share register and the fact that their names were not on the register, but that the name of the testator continued there, I do not think that the 174th clause of the deed to which Mr. Higgins refers has any direct bearing on this particular case, because that clause provides for a controversy between A. and B., two different persons, contending who is the proprietor of the shares. Here no such controversy could arise. The only persons that claim are one or all of these executors. The only question is whether they claim in their own right or as executors of the testator. The entry of the testator's name is perfectly consistent with either case. If they brought forward the deed to which I refer, executed by them, and by the directors of the company, it is quite clear that neither the company nor the directors could set up as against their own deed the circumstance that they had not altered the register.

A more serious difficulty is as regards the 105th clause. There is no doubt that the 105th clause says—[His Lordship read the clause]. That follows the 104th, which says—[His Lordship also read this clause]. Then come a number of intervening clauses referring to other matters, and then we come to a series of clauses dealing with the case of legatees, next of kin, husbands of female proprietors or executors, or administrators of a deceased proprietor. And we have in the 159th clause this distinct provision, "that the husband of a female proprietor, or the executors or administrators of a deceased proprietor, may, in the manner and upon the terms hereinafter mentioned, become a proprietor in respect of all or any of the shares held by him or her in the capital of the society in either of those capacities." Now, the clauses immediately preceding and following this clause are certainly not very artistically drawn, and a good deal of criticism might be made on the wording of each, but they do contemplate that by the operation of law there might be a devolution of shares, so that there would be a person or persons, who might be described, and who are described, as the holder or holders of any share. And then there is a provision for the case where the husband of a female proprietor, or an executor or administrator, wishes to take the share himself, and there is a form of deed of acceptance to be executed, which is the very form in this case. Those clauses must be reconciled, and I think they can be reconciled, although the deed is not happily drawn, in this way. I think the 105th clause points to the case of a person becoming a proprietor in a society by transfer—that is to say, coming in as a new proprietor by a transfer to him of a share, which in no sense was his before the transfer. Then one person alone is to be registered; if there is any attempt to bring into the society more persons than one as the holders of a share by way of transfer, the directors are to refuse to receive more than one; but that is not inconsistent with a provision equally clear and imperative that persons who become shareholders—that is to say, entitled to shares by the operation of law in the way in which there may be more than one—shall be secured their right to take to those shares in their own individual capacity, which they do under the 164th clause, without any transfer simply by the deed of acceptance. I think in that way the clauses may be reconciled. Then, if that is so, there was nothing *ultra vires* in what the directors did with these three gentlemen. The three were received as a proprietor in their joint character, but for their individual benefit as owning these shares. In that case the question would not arise which may arise in some other cases, as to whether there was a joint and several liability. There would be the introduction of these three gentlemen into the company as a joint proprietor, and the liability would survive to the survivor. I think Mr. Alexander's name must be retained on the list.

Solicitors, *Markby & Tarry; R. H. Wilkins.*

June 24.—*Re The Medical, Invalid, and General Life Assurance Society. Russell's Executors' Case.*

Company—Winding up—Contributory—Executors—Lord St. Leonards' Act (22 & 23 *Vict. c.* 35), *s.* 29.

Where the executors of a shareholder have distributed the assets of the testator under Lord St. Leonards' Act (22 & 23 *Vict. c.* 35), *s.* 29, *on the winding up of the company, they are liable to be placed on the list of contributories in their capacity of executors, even though they never knew that the testator was possessed of the shares.*

This was an adjourned summons which stood for hearing before Vice-Chancellor Bacon. The object of the application was to remove the names of Messrs. Oxenham, Pidgeon, and Wood from the list of contributories to the Medical Invalid, &c., Society. At the time of the amalgamation of the Medical Invalid with the Albert in 1860, Mr. G. C. Russell was the holder of fifty-five shares in the Medical Invalid, and received £5 on each of those shares. It appears that on the amalgamation these shares were not extin-

guished, and at the time of his death in 1864 he still held them. His will was proved by Messrs. Oxenham, Pidgeon, and Wood, three of the four executors; and in November, 1864, they took the proceedings required by the 29th section of Lord St. Leonards' Act (22 & 23 Vict. c. 35). No claims were sent in, and in that same year, 1864, they distributed their testator's estate. On the winding up of the Medical Invalid in 1867, they were placed on the list of contributories to the Medical Invalid in respect of those shares as the executors of Mr. G. C. Russell. They stated in their affidavit:—"At the time we distributed the assets of the testator we were quite unaware that the testator held or had ever held any shares in the above-mentioned society, and we had no notice or knowledge of any claim by the society against him or his estate, nor did we know, nor had we any reason to believe that the testator or his estate was under any liability whatever with respect to the society."

Whitehorne, for the executors.—This differs from *Re the Family Endowment Life Assurance and Annuity Society, Cole's Executors' case*, 15 S. J. 711. For there the estate was distributed under Sir George Turner's Act. Here the distribution has been made under Lord St. Leonards' Act. And in *Clegg* v. *Rowland*, L. R. 3 Eq. 368, 15 W. R. 251, the principle was established that "by these advertisements, and by these proceedings under the Act, an executor is entitled to have, and in point of fact has all the protection, which he would have had under the old rule of the court, if the assets had been administered by such executor under the decree of the Court." The executors are therefore under no liability.

[Lord CAIRNS.—*Quoad* the assets they have distributed. They may have further assets come to their hands. And, as regards the assets they hold in trust, they may be liable to contribute, though not in the character of executors.]

Whitehorne.—In *Cole's case* the executors knew the testator was possessed of the shares. Here the executors say they knew nothing whatever about the shares.

[Lord CAIRNS.—Must you not have proved all this in the Court of Chancery, in case there were a suit for the administration of the estate? There might, too, be a question whether you should not be put on in your own right, as holding part of the assets of the testator. The protection given by Lord St. Leonards's Act is merely by way of discharge. The Act gives you a perfect discharge when proceedings in equity are being taken to make you liable; and it gives you a perfect discharge, as regards all the assets you have paid away. Under the old law it would be no discharge, while the debts are unpaid, to say that you have paid beneficiaries. Under the Act, when all the terms are complied with, you would be held to be allowed in discharge all you have paid away, and you would be under no liability in regard to that which you have paid away.]

Whitehorne.—The discharge by the Act extends to the liability to be sued.

[Lord CAIRNS.—You cannot try it until you are sued.]

Whitehorne.—Here we are being sued.

[Lord CAIRNS.—Not now. Here we cannot administer the estate.]

Whitehorne.—It is a declaration of liability.

[Lord CAIRNS.—It is a declaration of liability as to particular assets. I think this is not the stage, this is not the particular point of the transaction to which the Act will apply. The time for the Act of Parliament being prayed in aid by the executors, will be on the accounts being taken. The question in my mind is whether, as it is admitted they hold part of the assets, they should not be on the list as individuals. What do you say to that, Mr. Lemon?]

Lemon, for the Medical Invalid.—I ask that they should be put on *qua* executors. There is a difficulty with respect to a certain portion of the assets vested in them on behalf of Edith Russell.

Lord CAIRNS.—I understand them to say that they have assets in their hands at the present time. Perhaps it is better that they should be on the list, as they now are, *qua* executors.

Whitehorne.—Will your Lordship make an addition to the entry to the effect that "the executors have distributed and appropriated the estate under the provisions of Lord St. Leonards' Act?"

Lord CAIRNS.—I have no objection to the entry, "The executors allege that they have distributed the assets of the testator come to their hands under the provisions of the 22 & 23 Vict. c. 35, s. 29."

Solicitors, *Hume & Bird; Walker, Kendall, & Walker.*

COUNTY COURTS.

MAIDSTONE.

(Before J. J. LONSDALE, Esq., Judge.)

August 8.—*Ex parte the Kent Friendly Society, Re Stedman, in liquidation.*

Friendly Societies Act, 1855—*Incidental repeal—Bankruptcy Act*, 1869.

In this case the debtor (a trader) filed his petition 19th May, 1871, and at the first meeting on the 14th June a trustee was duly appointed. The debtor's statement showed for assets, stock in trade, furniture and book debts, but no cash. The debtor, up to the time of filing his petition, had been a collector for the above society, and the amount due from him as such collector was £84. The society gave notice to the trustee, and demanded priority and payment in full of the above £84 under section 23 of the Friendly Societies Act of 1855, which was declined, whereupon they moved the Court for an order.

Mr. H. D. Wildes (solicitor), in support of the application, contended that section 23 of the Friendly Societies Act was still effectual to give priority, and that if the Legislature had intended to repeal it the section would have been included in the schedule to the repealing Act 32 & 33 Vict. c. 83. Section 23 gives a lien on the debtor's effects, and the society do not require to *prove* the debt.

Mr. W. S. Norton (solicitor) appeared for the trustee and opposed.—The £84 is a debt provable under section 31 of the Bankruptcy Act, 1869, and section 23 of the Friendly Societies Act is repealed as being inconsistent with sections 12 and 32 of the Act of 1869. The intention of the Legislature may be gathered by reference to sections 166, 167, 168, and 169 of the Bankruptcy Law Consolidation Act, 1849. Section 167 of that Act gives in terms to friendly societies the priority now claimed, but this section is *not* re-enacted by section 32 of the Act of 1869, although practically the principle of sections 166, 168, and 169 of the Act of 1849, giving priority to taxes and wages, *is* re-enacted. The preference hitherto given to friendly societies by section 167 seems to be purposely abrogated by the new law.

Mr. LONSDALE, with some hesitation, decided that the argument against the claim prevailed in his mind, and that section 23 of the Friendly Societies Act was virtually repealed. He thought the £84 was a "debt provable." The claim was disallowed, but without costs. The costs of the trustee to come out of the estate.

APPOINTMENTS.

Mr. RICHARD NATHANIEL PHILIPPS, barrister-at law, of the Inner Temple, and of Broom Hall, Sheffield, has been appointed Recorder of the borough of Pontefract, in succession to Mr. J. L. Hannay, who has been nominated a magistrate of police for the metropolitan district. Mr. Philipps was educated at Christ's College, Cambridge, of which institution he was for many years a fellow-commoner, and where he graduated LL.B. in 1848. He was called to the bar at the Inner Temple in June, 1841, and has practised as a special pleader on the northern circuit. Mr. Philipps is a fellow of the Society of Antiquaries.

Mr. PAYNTON PIGOTT, of the Midland Circuit, and of Lapworth House, Warwickshire, has been appointed Revising Barrister for the western division of the county of Stafford.

GENERAL CORRESPONDENCE.

THE ALBERT ARBITRATION—LAMBERT'S CASE.

In the letter of "J. W. L." in our last week's number, by an error of the press, the 3rd clause of the deed of settlement, instead of the 111th, is referred to as containing provisions for amalgation.

Sir,—Your issue of Saturday last contained a letter from "J. W. L." on *Lambert's case* in the Albert arbitration. I do not wish to consider the writer's objections to Lord Cairns' views of the law; for Lord Cairns' decisions are doubtless of the highest authority, whether given in the capacity of Lord Chancellor appointed by the Government, or of Arbitrator appointed by Act of Parliament. But "J. W. L." further urges the substantial injustice of the decision. He speaks

feelingly of this, but he manifestly speaks from the point of view of a shareholder. There is another point of view from which these cases may be considered—that of a policyholder. It is but natural that the views of shareholders, who have done nothing but receive money, and of policyholders, who have done nothing but pay money, should be somewhat conflicting. Let us consider the position of a policyholder. After selecting carefully his office he has gone on paying premiums without receiving any return, relying merely on the trustworthiness of the directors for the future payment of the money assured. Suddenly he is informed that his company is going to be dissolved, and that he will be transferred to some other company. This is of itself a bad sign; for in general those who possess a good thing are not anxious to share it with others. But be that as it may, it would seem the law is that he must select one of the two companies and look only to that one. This is a very perplexing position for a policyholder to be in, even if he is aware of his rights. For probably he knows next to nothing about the new company. The very alluring accounts that are sent round of the flourishing condition of the new company usually induce the policyholder to go over to that; either willingly or unwillingly. But in case he wish to retain the liability of those who have entered into a special contract with him, then he can do so. What "J. W. L." in reality contends for is that, provided the amalgamation be carried out in a peculiar form, the policyholder should *nolens volens* be obliged to go over to the new company, and give up the liability of those with whom he contracted. Hard, indeed, would it be if this were so; for the amalgamating company might be *in extremis* for aught he might know. But hard as it would be for a policyholder, it would be even harder still for an annuitant, who has paid down in one lump sum the money on his contract. His case is simply this:—A. on receiving £1,000 from B. contracts with B. to pay him £80 a-year for the remainder of his life. After paying the £80 a few times it occurs to B. what a capital bargain he would have made if he could only shuffle off his liability to C.—especially if C. will undertake it cheaply. It would hardly be fair that B., not knowing anything about C., should be compelled to look for payment to C. B. might justly say to A., "I paid you my money, and to you I look." It seems to me that on an amalgamation the contracting company ought to be at liberty to give the policyholder or annuitant the offer of an *additional security* in the new company; but the liability of the new company ought never to destroy the liability of the old company, which has hitherto been only reaping the advantages of the contract. "J. W. L." is, I think, scarcely right in saying that an annuitant has the unfair advantage of a double security; it seems to be clearly laid down that he has the security either of the old company or of the new, but not of both. My opinion is that under no circumstances *ought* he to be obliged to give up his old security; if there be any change he ought to have additional security. As the law stands, an insurance company, after entering into a solemn contract, and receiving money from the policyholders for years on the faith of that contract, and so declaring high dividends, can succeed in shuffling off a great deal of their liability by means of an amalgamation; but this decision shows that they cannot shuffle off *all* their responsibility.

It does at first sight seem hard on a shareholder, who imagined he had got rid of his liability, to be now called on to fulfil his contract, but, on the whole, Sir, I think, instead of saying, "Pity the poor shareholder," we ought to say, 'Pity the poor policyholder."

AUDI ALTERAM PARTEM.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

August 18.—*Vaccination Act* (1867) *Amendment Bill.*—The bill went through committee.—On the report, on the motion of Lord Redesdale, clause 10, exempting persons who had been fined the full penalty, or two penalties of any amount, from any further proceedings, was struck out by 8 to 7.

The *Military Manœuvres Bill* passed through committee, and the standing order having been suspended, it was read a third time and passed.

Prevention of Crime Bill.—The Commons' amendments were agreed to.

August 19.—*Review of the Session.*—Lord Redesdale, in moving for a return of the public bills commenced in one House and sent down to the other, with the date of their being so sent and of the last proceeding on such bills in each House, proceeded to review the work of the session. That House had sent down 35 bills, and the House of Commons had sent up 67. Of the former 5 had not been returned. Of the latter only 4 had not received their Lordships' assent. Two were Government bills, dropped, he supposed, for good reasons. The two others were the Marriage with a Deceased Wife's Sister Bill, and the Elections (Parliamentary and Municipal) Bill, to which their Lordships disagreed. The former was not, he believed, desired by the community at large, especially the women of this country. The latter came up so late that, upon that ground, it was the duty of the House not to proceed with it. He himself, however, thought it ought to have been entitled "a bill to enable people to lie without being found out." He combated the notion that this House ought not to resist the wishes of the other House. If such a doctrine were acceded to their independence would be gone. The Duke of Wellington, while leader of this House, had not so acted. He believed if Mr. Gladstone had adhered to his old opinion against the Ballot and urged it with his usual eloquence the House of Commons would not have adopted it.—Viscount Halifax did not oppose the motion, though he doubted whether the House would be much wiser than it was at present. He maintained that as after the Reform Act of 1832 many important changes were effected, so after the late Reform Act, which was the work of the Conservatives, they must expect a similar revision and improvement of our institutions, and ought to accept the result in a fair spirit, and on the whole they had so done.—Lord Denman urged that under the Ballot no candidate would know who were his supporters, and blamed the Government for bringing forward claptrap measures.—The Lord Chancellor did not expect to have the proceedings of the session summed up after the fashion of Lord Lyndhurst. Their Lordships had had an opportunity of dealing with the Army Bill, and it was known how they dealt with it. And had they bestowed as much time on the Ballot Bill as had been devoted to the Municipal Corporations Bill when they sat till September, they would, without unduly lengthening the session, have had ample time to consider it. The noble lord would scarcely, on reflection, feel justified in describing a measure supported in the other House by a majority of eighty or ninety, and adopted after forty years' discussion on valid grounds, as a "bill to enable people to lie without being found out." He defended the principle of secret voting at some length, and also the consistency of Mr. Gladstone, whose honesty required no defender, and he should not condescend to defend it. A more noble, honourable, and high-minded man he knew not, and he cared not who said the contrary. He defended the conduct of the Government on the subject of the Army Bill and the Royal Warrant. The Prerogative consisted in dispensing with an Act of Parliament, though on the authority of the Act itself. Notwithstanding their Lordships' censure he should give the same advice to the Crown, for nothing was so censurable as the continuance of an illegal course.—Earl Limerick said the discourtesy (if any) to the House of Commons was not due to one side of the House alone.—Lord Redesdale disclaimed having said there was no harm in intimidation, but thought the Ballot would have a demoralising effect. It would be dangerous to defer to the opinion of a single House of Commons on such a question. The motion was then agreed to.

August 21.—The Royal assent was given (*inter alia*) to the following bills:—*Customs and Inland Revenue, Landlord and Tenant* (*Ireland*) *Act* (1870) *Amendment, Judicial Committee of Privy Council, Merchant Shipping Acts Amendment, Civil Bill Courts* (*Ireland*), *Expiring Laws Continuance, Military Manœuvres, Statute Law Revision, Prevention of Crime* and *Charitable Donations and Bequests* (*Ireland*).—Parliament was prorogued by Commission till Tuesday, the 7th November.

HOUSE OF COMMONS.

August 18.—*Prevention of Crime Bill.*—On the motion of Mr. Winterbotham, this bill was re-committed, as to section 7, to insert a sub-section to the effect "That the expense of keeping the register in London, Edinburgh, and Dublin shall, to such amount as may be sanctioned by the Treasury,

be paid out of moneys provided by Parliament; and the expenses incurred in photographing the prisoners in any prison shall be deemed part of the expenses incurred in the maintenance of the prison, and shall be defrayed accordingly. Bill read a third time.

Reductions ex Capite Lecti Abolition Suspension Bill.—Mr. Aytoun moved the second reading of this bill, which, he explained, was to suspend for one year the operation of the principal measure. He detailed the circumstances under which the bill had passed through the House, a change in its name having been made and the principal part of the original objects of the measure having been dropped out of it. The measure, as it stood, was nakedly for abolishing the only law in Scotland directed against death-bed bequests.—Mr. Bruce opposed the motion.—Mr. Kinnaird asked where the Lord Advocate was. The Act it was now proposed to suspend was the only Scotch measure passed this session, and it had been smuggled through at late hours.—Mr. Newdegate said no hint had been given to the Committee on Monastic and Conventual Institutions that it was intended to repeal the existing law, as had been done this session. He supported the motion.—Mr. McLaren complained bitterly of the mode in which Scotch business is conducted.—Mr. Gladstone did not deny that Scotland might complain of the few measures solely relating to that country which had been dealt with during the present session.—Lord Elcho said the bill complained of had abolished the only law of mortmain existing in Scotland, and, in a guise which had prevented it from being recognised, had passed the House in the early hours of the morning. It was a new thing to find such continual complaints about the machinery of Parliament. They did not occur when Lord Palmerston was leader of the House; nor did they hear such complaints from the right hon. gentleman who sat opposite the Prime Minister. Machinery required a careful man to look after it, to see that it was well oiled and grit kept out of the wheels.—Mr. Cardwell trusted the noble lord would next year so far assist the working of the Parliamentary machine as to prevent any grit getting into the wheels.—Mr. Henley said everything that was non-political had this session been shoved off till an hour in the morning when it could neither be properly discussed or even reported. The people of Scotland would naturally wish to know why this bill was shoved through in this way. He was not good at a guess, but the people of Scotland would, no doubt, find it out. People did not generally run their heads against brick walls unless there was a reason for it.—Mr. Parker said the bill was only a portion of a general scheme which was duly notified to those members who took the trouble to read the order paper from day to day.—Mr. McLagan recommended his hon. friend not to divide the House, but to endeavour next session to get Parliament to re-consider the question.—Mr. Anderson believed the bill was a good one, and would be generally recognised as such by the people of Scotland.—The motion was negatived.

The Phœnix Park Affray.—The Marquis of Hartington stated that the Government intended to issue a Commission to inquire into the conduct of the police on the 6th of August as soon as such a commission could be held without prejudicing any legal proceedings.

August 19—*Vaccination Act* (1867) *Amendment Bill.*—The House, on the motion of Mr. Forster, agreed to the Lords' Amendment, as disagreement would, at this period of the session, have caused the loss of the bill.

August 21.—*The Royal Warrant.*—Mr. Cardwell read a letter from Sir Roundell Palmer in which he stated he had never expressed himself to any one in private or in public on the subject of the Army Bill or the Royal Warrant in a manner different from that in which he had spoken to himself (Mr. Cardwell) or so as in any way to account for the introduction of his name into Tuesday's debate. He always thought and said the issuing of such a warrant was within the undoubted power of the Crown, and considered it would have been the preferable course if, subject to the sense of Parliament as to compensation being ascertained, it had been clearly understood from the beginning that the form of procedure would be that which was eventually adopted. He considered it a matter of regret that, however constitutional the course, it should appear to arise from an adverse vote of the House of Lords. He concluded, however, by saying that it appeared to him that the course which the Government took (after what he must always consider the ill-advised resolution of the House of Lords) was the least objectionable course that could be taken under the whole circumstances of the case.

OBITUARY.

MR. W. J. BOULTON.

Mr. William James Boulton, solicitor (firm, Boulton & Sons), of Northampton-square, Clerkenwell, expired at his residence in Montague-street on the 15th of August, in his 72nd year. At an early age Mr. Boulton was articled to the late Mr. George Selby, solicitor, of St. John's-street, Clerkenwell, who for many years filled the office of vestry clerk and solicitor to the Board of Guardians of that parish. Mr. Boulton was admitted an attorney in 1821, and on Mr. Selby's resignation, he was appointed to succeed that gentleman in the several parochial offices held by him. On the passing of the Metropolis Local Management Act, in 1856, Mr. Boulton was appointed legal adviser to the vestry of Clerkenwell, which office he held at the time of his death. Three of Mr. Boulton's sons were in partnership with him.

SOCIETIES AND INSTITUTIONS.

SOCIAL SCIENCE CONGRESS.

The first preliminary prospectus of the forthcoming annual meeting of the Social Science Association, to be held at Leeds, from the 4th to the 11th of October next, has just been issued. The Congress will be presided over by the Right Hon. Sir J. Pakington, Bart., M.P. The Departments are four in number—viz., I. Jurisprudence; II. Education; III. Health; and IV. Economy and Trade; and the officers appointed to preside over them and the special questions for discussion, are as follows:

Jurisprudence.—President, W. Vernon Harcourt, Q.C., M.P.: 1. What steps ought to be taken to establish a better system of legal education? 2. What is the best constitution of local courts, and what should be their jurisdiction? 3. What alterations are expedient in the laws relating to the devolution and transfer of land? Repression of Crime Section: Chairman, the Right Hon. Lord Teignmouth. 1. How far ought the cellular system of imprisonment to be adopted, and how far does it necessarily interfere with productive labour? 2. By what principles ought the amount of punishment, other than capital, to be regulated? 3. By what measures may the trading in stolen property, whether by purchasing it or receiving it in pledge, be most effectually prevented?

Education.—President, Edw. Baines, M.P. 1. What are the special requirements for the improvement of the education of girls? 2. How may the education of neglected children be best provided for? The question to be considered under the divisions:—(a.) Industrial schools and their relation to the school boards. (b.) In what form, if any, may compulsion be best applied? 3. What are the advantages and disadvantages of large as compared with small schools?

Health.—President, George Godwin, F.R.S. 1. What are the best and most economical methods of removing and utilising the sewage of large towns? 2. What are the best means of securing the sanitary improvement of human habitations? 3. What are the best means of promoting the health of operatives in factories and workshops?

Economy and Trade.—President, William Newmarch, F.R.S. 1. What amendments are needed in the existing laws for the licensing of houses for the sale of intoxicating liquors? 2. What principles ought to regulate the assessment and administration of local taxation? 3. Is it desireable that the State or Municipality should assist in providing improved dwellings for the lower classes; and, if so, to what extent, and in what way?

The reading and discussion of papers on the above questions will occupy three days of the Congress, and two days will be taken up with the consideration of voluntary papers on subjects other than the above, coming within the scope of the Departments. The inaugural address will be delivered on the evening of the first day, and the addresses from the President of the Council and the President of the Departments, one on each successive morning. The arrangements for the Congress are progressing satisfactorily, and it is hoped that the meeting will be a highly successful one.

A SHORT LESSON FOR TRADES' UNIONS.

Cheetham's exclamation, "Oh, if ever you workmen get power, God help the world," has been verified by a case which recently came before the supreme judicial court of Massachusetts for decision.

The facts of the case were, that Carew, the plaintiff, a free-stone cutter of South Boston, had large contracts to supply cut stone. Fearing that he might otherwise fail to fulfil his obligations, he sent some of the stone to be cut in New York. This proceeding infringed upon the rules of the "Journeymen Free-stone Cutters' Association," and, although Carew was not a member, and in no way bound by its laws, it was determined to hold him amenable to them. Accordingly the association imposed a fine of five hundred dollars. He refused to pay. Immediately the association commanded his workmen to leave him, which they did, until, reduced to the alternatives of paying the fine or failing to meet his contracts, he chose the former.

Having filled his contracts, he brought an action against the association to recover, not only the five hundred dollars which he had paid, but also the damages he had sustained by reason of the "strike." The superior court nonsuited him at the trial, but, on appeal, the supreme judicial court reversed the decision of the court below, holding that the money had been extorted by an illegal conspiracy, and that the association was liable both for the money paid and the loss occasioned.

This case may prove useful, not as establishing any new principle of law, but as illustrating a principle already established but not always understood—viz., that combinations of all kinds to interfere with trade are illegal. It has been settled, time out of mind, that the law will not permit any one to restrain a person from doing what his own interest and the public welfare require that he should do, much less will it permit a number of persons to combine with a view to the same end. In fact, it has been frequently held to be criminal for persons to conspire to do some acts which, if done by a single individual, would be innocent. For instance, it is lawful for a man to refuse to work for less than a certain price, but combinations of workmen to enhance the price of labour or to coerce other workmen have been time and again held to be indictable offences: 3 Chitty's Cr. Law, 1163; *People* v. *Fisher* (14 Wend. 9).

This judgment of the Massachusetts court does not interfere with the trades' unions so far as they confine themselves to legitimate objects; nor does it abridge the right which every man has to control his own labour either as to price or hours. Its meaning and force is, that trades' unions, or any other combinations of men, cannot conspire or attempt to control the actions of others, nor subject them to the will or rules of their confederation. Although this case did not call for a decision of the question, one would not have to look very far for authorities to prove that all "strikes," gotten up by these unions for the purpose of increasing wages, are criminal offences, and subject the "strikers" to indictment. See *Rex.* v. *Bykerdike* (1 M. & Rob. 179; Archibald's Cr. Pl. 507; *Commonwealth* v. *Curlish*, Brightley's Rep. 40; *Commonwealth* v. *Hunt*, 4 Met. 111; *People* v. *Fisher*, 14 Wend. 9). It will go far towards solving the so-called "great problem of labour and capital," if the working men shall come to understand the relative rights of labour and capital. Let them know practically, as well as theoretically, that any attempt on their part to subject others, whether working men or employers, to their confederation, will entail upon them the legal penalties attached to such an offence, and the result will be greatly beneficial to them, as well as to the public.—*Albany Law Journal.*

Mr. Edward Platt, of the Western Circuit, has been re-appointed Revising Barrister for the county of Dorset and borough of Wareham.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

3 per Cent. Consols, 93⅝	Annuities, April, '85
Ditto for Account, Sept. 1, 93⅝	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 93⅛	Ex Bills, £1000, — per Ct. 12 p m
New 3 per Cent., 93⅛	Ditto, £500, Do — 12 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 12 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 245
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80—	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 206	Ind. Enf. Pr., 5 p C., Jan. '72 100
Ditto for Account	Ditto, 5½ per Cent., May, '79 109
Ditto 5 per Cent., July, '80 113½	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do, 5 per Cent., Aug. '73 103
Ditto 4 per Cent., Oct. '88 106	Do. Bonds, 4 per Ct., £1000 20 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 20 p m
Ditto Enfaced Ppr., 4 per Cent. 94⅝	

RAILWAY STOCK.

	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	97
Stock	Caledonian	100	105½
Stock	Glasgow and South-Western	100	120
Stock	Great Eastern Ordinary Stock	100	43½
Stock	Do., East Anglian Stock, No. 3	100	9½
Stock	Great Northern	100	136
Stock	Do., A Stock*	100	153
Stock	Great Southern and Western of Ireland	100	102
Stock	Great Western—Original	100	103½
Stock	Lancashire and Yorkshire	100	135
Stock	London, Brighton, and South Coast	100	62⅜
Stock	London, Chatham, and Dover	100	21¼
Stock	London and North-Western	100	145
Stock	London and South-Western	100	103 x d
Stock	Manchester, Sheffield, and Lincoln	100	63
Stock	Metropolitan	100	81
Stock	Midland	100	135
Stock	Do., Birmingham and Derby	100	105
Stock	North British	100	48
Stock	North London	100	123½
Stock	North Staffordshire	100	69
Stock	South Devon	100	64
Stock	South-Eastern	100	92
Stock	Taff Vale	100	168

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The tendency of the markets for the last few days has been towards dullness. Consols have suffered a slight decline. Most classes of foreign stocks have sympathised in the tone of flatness. Railways have, in many cases, slightly receded, owing probably to the high quotations having tempted realisations on the part of speculative operators. The announcement of the Great Western Dividend of 4½ per cent., as against 3½ for the corresponding period of last year, tends to keep this stock firm at the highest quotation. The rate for money continues the same.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BUTLER—On Aug. 19, at 43, Gloucester-terrace, Hyde-park, the wife of Spencer Perceval Butler, Esq., barrister-at-law, of a daughter.

MOSSOP—On Aug. 18, at Oakley Lodge, Chelsea, the wife of Mr. Charles Mossop, solicitor, 1, Ironmonger-lane, City, of a son.

STEPHEN—On July 20, at Simla, in the Punjab, the wife of J. F. Stephen, Esq., Q.C., 24, Cornwall-gardens, of a daughter.

TANNER—On Aug. 18, at 12, Albert-road, St. John's-wood, the wife of A. R. Tanner, Esq., solicitor, of a daughter, still-born.

MARRIAGES.

ANDERSON—UPWARD—On Aug. 14, at the parish church, Aldeburgh, James Anderson, Q.C., of the Middle Temple, to Minnie, daughter of George Upward, Esq., of Blackheath.

LLOYD—LIGHTBODY—On Thursday, Aug. 17, at the Church of St. Lawrence, Ludlow, Robt. Wm. Lloyd, solicitor, to Eliza Harriet, eldest daughter of Robert Lightbody, Esq., of Ludlow.

WILSON—HARRISON—On Wednesday, Aug. 16, at the parish church, East Ham, Essex, Charles Eustace Wilson, of Basinghall-street, London, and West Ham, Essex, solicitor, to Harriet Elizabeth, second daughter of the late William Harrison, of Greta Bridge, Rokeby, Yorkshire.

WARREN—BEAUMONT—On Aug. 23, at St. Thomas', Marylebone, Samuel Warren, Q.C., to Louisa, second daughter of Edward Blackett Beaumont, Esq.

YOUNG—TAYLER—On Aug. 22, at the parish church, Cowden, by the Rev. Thomas Harvey, the rector, T. Pallister Young, LL.B., B.A., of 1, Beaufort-gardens, Lewisham High-road, and 29, Mark-lane, to Marion Elizabeth (Minnie), only daughter of Caleb Tayler, Esq., M.D., of Lewisham-road, and Mapletreuse, Cowden, Kent. No cards.

DEATHS.

GREVILLE—On Saturday, Aug. 19, of apoplexy, Peniston Grosvenor Greville, solicitor, of 9, Cornhill, E.C., aged 51.

HUNT—On Aug. 18, at Yarmouth, Isle of Wight, of scarlet fever, Nugent Hunt, Esq., barrister, of the Inner Temple, aged 31.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, Aug. 18, 1871.

LIMITED IN CHANCERY.

Albion Trading Company (Limited).—Petition for winding up, presented July 21, directed to be heard before Vice Chancellor Malins on the first petition day in Nov. Harcourt & Macarthur, Moorgate-st, solicitors for the petitioner.

Pure Linseed and Compound Feeding Cake Company (Limited).—Petition for winding up, presented Aug 2, directed to be heard before the Master of the Rolls on Saturday, Nov 4. Harcourt & Macarthur, Moorgate-st, solicitors for the petitioner.

COUNTY PALATINE OF LANCASTER.

FRIDAY, Aug. 18, 1871.

Liverpool Warehouse Company (Limited).—Petition for winding up, presented Aug 15, directed to be heard before the Vice Chancellor at the Palace Hotel, Buxton, on Monday, Aug 28 at 1. Deane, Lpool, solicitor for the petitioner.

Friendly Societies Dissolved.

FRIDAY, Aug. 18, 1871.

Ephraim Benefit Society, Craven Arms, Marshall-st, Golden-sq. Aug 15
Primitive Methodist Benefit Society, Primitive Methodist Chapel, Calne, Wilts. Aug 16.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Aug 18, 1871.

Eastwood, Richd, Thoneyholme, York. Oct 10. Haslam v Eastwood, V.C. Wickens. Creeke, Burnley
Gillett, John, Naunton, Gloucester, Farmer. Oct 30. Castle v Gillett, V.C. Malins. Kendall & Son, Bourton-on-the-Water
Goadby, Thos, Hinckley, Leicester, Stocking Manufacturer. Oct 10. Maxfield v Wileman, V.C. Wickens. Pilgrim & Preston, Hinckley
Haigh, Benj Bentley, Bramham College, York, Doctor of Laws. Oct 10. Haigh v Haigh, V.C. Wickens. Hopps, Leeds
Hernus, Wm, Ryall, Worcester, Gent. Oct 10. Howship v Hernus, V.C. Wickens. Pace, Pershore
Leathwick, Harriet, Edmonton. Oct 2. Bannister v Leathwick, V.C. Wickens. Young & Co, Frederick's-pl, Old Jewry
Tomlinson, Joseph, Pontefract, York, Gent. Oct 1. Paver v Tomlinson, M.R. Coleman & Sangster, Pontefract

NEXT OF KIN.

Parker, Chas, Wickham Skeith, Suffolk, Farmer. Jan 9. Parker v Page, V.C. Bacon.

TUESDAY, Aug 22, 1871.

Fielder, Chas, jun, Winchester, Hants, Flax Manufacturer. Oct 2. Fielder v Warner, V.C. Wickens. Warner, Winchester

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Aug 18, 1871.

Allanby, Wm Brockbank (and not Allanbey as in Gazettee of Aug 1), Lpool. Oct 27. Whitaker, Lancaster-pl, Strand
Alston, Amelia, Leamington, Warwick, Spinster. Sept 25. Bloxham & Son, Birm
Autey, Matless Gledhill, Paymaster R.N. Sept 14. Hildreth & Omanney, Norfolk-st, Strand
Cocking, Robt, Sheffield, Cabinet Maker. Sept 29. Smith & Hulck, Sheffield
Doughty, Wm, Horseley Heath, Tipton, Stafford, Hinge Manufacturer. Oct 9. Brown, Horseley Heath, Tipton
Fairbank, Hy, Richmond, York, Watchmaker. Oct 18. Hunton, Richmond
Gurney, Hudson, Keswick, Norfolk, Esq. Oct 9. Cooper, Norwich
Lee, Danl Jas, Bedford-row, Esq. Oct 10. Collyer & Co, Bedford-row
Lonsdale, Robt Harebarrow, Macclesfield, Cheshire, Brewer. Sept 29. Kilminster & Co, Macclesfield
Lynn, Wm, Lpool, Hotel Keeper. Sept 18. Morecroft, Lpool
Mogford, John, Suffolk-pl, Paxton-rd, Chiswick, Carpenter. Sept 18. Parker & Co, St Paul's-churchyard
Nicholson, Susannah, Glamford Briggs, Lincoln, Widow. Sept 29. Fraser & Watson, Wisbech
Ollerenshaw, Robt, Macclesfield, Cheshire, Tanner. Oct 2. Hand, Macclesfield
Penney, Wm Page, Westbourne Villa, Finchley-rd, Esq. Oct 1. Johnson & Master, Southampton-bldgs, Chancery-lane
Reeve, Thos, Spadely, Salop, Farmer. Sept 20. Hardwick, Bridgnorth
Sangster, Alex, Westburn, Aberdeen, Scotland, Esq. Sept 30. Edell, King-st, Cheapside
Saunders, Ruth, Horsham, Sussex. Oct 1. Haycock, College-hill
Titchener, Ellen (and not Fitchener, as in Gazette of Aug 11), Chichester, Widow. Sept 11. Johnson & Raper, Chichester
Turner, Thos, Durham-on-the-hill, Cheshire, Yeoman. Sept 7. Tibbits, Chester

TUESDAY, Aug. 22, 1871.

Belce, Eliz, Brighton, Sussex, Widow. Oct 5. Young, Hastings
Boddington, Rev Thos Fremaux, Badger, Salop. Oct 2. Newill
Burle, Wm, Aldershot Wharf, Hants, Coal Merchant. Sept 26. Bayley, Aldershot
Cocking, Tusting Johnson, Sheffield, Collector. Dec 1. Newbould & Gould, Sheffield
Ellison, Wm, New Radford, Nottingham, Gent. Oct 25. Burton & Son, Nottingham
Grassby, Helen, Ellerby, York, Widow. Oct 1. Watson & Son, Hull
Grote, Isabella, Princes-sq, Bayswater, Widow. Oct 10. Gregson, Angel-ct, Throgmorton st
Johnes, Arthur Jas, Garthmyl, Montgomery, Judge of County Courts. Sept 29. Temple, Llandysilio, Oswestry
Mawley, Chas, Portland-ter, Regent's-pk, Esq. Oct 16. Desborough & Son, Finsbury pl South
Pringle, Eleanor, Holywell, Northumberland, Widow. Oct 7. Fenwick & Phillips, Newcastle-on-Tyne
Robinson, Edwd, Wolverhampton, Stafford, Optician. Sept 30. Pinchard & Shelton, Wolverhampton
Salter, Joseph, Cheetham, Manch, Gent. Sept 29. Sale & Co, Manch
Williams, John Sketchley, Lozells-rd, nr Birm, Gent. Sept 26. Williams, Birm
Winter, Hy, Litchurch, Derby, Gent. Oct 8. Sale, Derby

Bankrupts.

FRIDAY, Aug. 18, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Colcock, Wm Hy, & John Colcock, Cheapside, Refreshment Rooms Proprietors. Pet Aug 15. Pepys. Aug 30 at 11
Cornish, Thos, High-st, Upper Homerton, Stonemason. Pet Aug 15. Pepys. Aug 30 at 11
Crowle, Leonard Geo, Queen's-rd, Hammersmith, Commercial Traveller. Pet Aug 11. Hazlitt. Oct 3 at 11
Harden, Chas, Camberwell New-road, no occupation. Pet July 7. Murray. Aug 30 at 12
Rowbotham, Richd, Wanstead, Essex, Grocer. Pet Aug 17. Pepys. Aug 30 at 12
Webb, Bloomfield Peter, Marchmont-st, Russell-sq, Cheesemonger. Pet Aug 15. Pepys. Aug 29 at 12
Wood, Jas, Farringdon-rd, Type Founder. Pet July 29. Pepys. Oct 4 at 11

To Surrender in the Country.

Barrett, John, Chepstow, Monmouth, Innkeeper. Pet Aug 11. Roberts. Newport, Aug 29 at 1
Campbell, John Archibald, Plymouth, Devon, Lieut Royal Artillery. Pet Aug 14. Pearce. East Stonehouse, Aug 30 at 11
Coley, Thos Wm Hy, Cradley Heath, Stafford, Chain Manufacturer. Pet Aug 8. Walker. Dudley, Aug 29 at 12.
Foot, Chas, Hertford, Grocer. Pet Aug 16. Spence. Hertford, Aug 31 at 11
Holdforth, Stephen, Ilkley, York, Gent. Pet Aug 15. Marshall. Leeds, Sept 20 at 11
Lanes, Chas, Blackburn, Lancashire, Grocer. Pet Aug 14. Bolton. Blackburn, Aug 29 at 11
Millett, Thos, Bristol, out of business. Pet Aug 14. Harley. Bristol, Sept 1 at 12
Owen, John Richd, Lpool, Cornfactor. Pet Aug 15. Watson. Lpool, Aug 29 at 2
Sheldrake, Fredk, Thorrington, Essex, Farmer. Pet Aug 10. Barnes. Colchester, Sept 15 at 11
Timms, Richd, Stratford-upon-Avon, Warwick, Farmer. Pet Aug 14. Campbell. Warwick, Aug 29 at 11
Underwood, John, Gosherton, Lincoln, Machineman. Pet Aug 9. Gaches. Peterborough, Aug 26 at 2
Watson, Chas Stuart, Birkenhead, Cheshire, Brewer. Pet Aug 15. Payne. Birkenhead, Aug 31 at 10
Williams, Isaac, Raglan, Monmouth, Saddler. Pet Aug 14. Roberts. Newport, Aug 29 at 1

TUESDAY, Aug. 22, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Davis, Harriet, Priory Park-rd, Kilburn. Pet Aug 18. Hazlitt. Oct 4 at 12.30
Palmer, Hy Douss, Choumert-rd, Peckham-rye, Clerk. Pet Aug 17. Pepys. Oct 3 at 12
Townsend, Saml Philip, out of England. Pet Aug 16. Hazlitt. Oct 4 at 12
Williams, Wm Thos, Strand, Jeweller. Pet Aug 18. Pepys. Oct 3 at 12.30

To Surrender in the Country.

Barker, Richd, Huddersfield, York, Silk Mercer. Pet Aug 19. Jones, jun. Huddersfield, Sept 4 at 11
Dean, Thos, Leeds, Cloth Manufacturer. Pet Aug 18. Marshall. Leeds, Sept 20 at 11
Faulkner, Levi, Stockton, Durham, Contractor. Pet Aug 16. Crosby. Stockton-on-Tees, Sept 4 at 11.30
Hiley, Chas, Manch, Woollen Merchant. Pet Aug 17. Kay. Manch, Sept 7 at 9.30
Onions, Chas Hill, Deepfields, Stafford, Ironmaster. Pet Aug 19. Walker. Dudley, Sept 2 at 12
Roberts, Thos, Miles Higgins, Hereford, Farmer. Pet Aug 7. Reynolds. Hereford, Sept 6 at 2
Taylor, Geo, Golden-green, Kent, Wheelwright. Pet Aug 16. Alleyne. Tunbridge Wells, Sept 13 at 2

BANKRUPTCIES ANNULLED.

FRIDAY, Aug. 18, 1871.

Beaureau, Thos, Preston, Lancashire, Baker. Aug 15
Temperton, John, Leicester, Boot Manufacturer. Aug 16

TUESDAY, Aug. 22, 1871.

Humby, Wm, Downton, Wilts, Coal Merchant. Aug 16
Widdall, Thos, Little Birchall, Stafford, Silk Manufacturer. Aug 17

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Aug. 18, 1871.

Adams, Matthew, Wolverhampton, Stafford, Dealer in Bricks. Aug 29 at 11, at offices of Creswell, Bilston st, Wolverhampton
Banks, Richd John, Waterioo, Lancashire, Cigar Manufacturer. Aug 28 at 12, at office of Richardson & Co, Cook st, Lpool
Barnsley, Robt, Smethwick, Stafford, Retail Brewer. Sept 2 at 11, at offices of Shakespeare, Church st, Oldbury
Bignell, Chas Page, Landport, Hants, Pottery Manufacturer. Aug 28 at 4, at offices of King, Union st, Portsea

Blake, Walter Alf, Grange rd, Bermondsey, Ink Manufacturer. Sept 5 at 2, at offices of Saffery & Huntley, Tooley st, Southwark
Bottomley, Fred Wm, Stanley st, Chelsea, Assistant Paymaster R.N. Aug 31 at 11, at offices of Buchanan, Basinghall st
Brown, Chas, Sheffield, Grocer. Aug 29 at 4, at office of Clegg, Sheffield
Buck, Richd Capleton, Everton, Lpool, Chemist, Aug 30 at 2, at office of Goodman, Sweeting st, Lpool
Buzzard, Thos Hardy, Leicester, Chemist. Sept 1 at 12, at office of Haxby, Belvoir st, Leicester
Chambers, Christopher Geo, Northampton, Tobacconist. Sept 15 at 11, at offices of Jeffery & Son, Newland, Northampton
Chambers, Wm Hy, Exeter, Jeweller. Aug 28 at 11, at the Castle Hotel, Castle st, Exeter. Floud, Exeter
Clark, Jas Norton, Aston, Birm, Fishmonger. Sept 6 at 12, at office of Ladbury, Newhall st, Birm
Clarke, Wm Spencer, Cannon st, Paper Agent. Aug 28 at 1, at office of Rose, Salisbury st, Strand
Coldicott, Chas Rawlands, & Joseph Tomey, Aston-juxta-Birm, Water Guage and Glass Manufacturers. Aug 29 at 11, at offices of Free, Temple row, Birm
Collier, John, Lupus st, Pimlico, Milliner. Sept 11 at 3, at office of Smith, Denbigh st, Pimlico
Coombes, John Warman, Taunton, Somerset, Brush Manufacturer. Aug 31 at 12, at office of Trenchard, Registry pl, Taunton
Cranness, Thos Howlett, Wymondham, Norfolk, Bootmaker. Aug 28 at 11, at office of Page, Guildhall chambers, St Peter st, Norwich
Davies, Joseph, Wolverhampton, Stafford, Grocer. Sept 9 at 12, at offices of Barrow, Queen st, Wolverhampton
Davis, Jeannette, Edgware rd, Widow. Sept 2 at 12, at the Guildhall Tavern, Gresham st. Grayson, Hunter st, Brunswick sq
Dawson, Saml Appleby, Pendleton, Lancashire, Clerk. Sept 1 at 12, at offices of Lowndes, Bridge st, Manch
Duckworth, Fredk John, Brabant ct, Philpot lane, Wine Merchant. Sept 5 at 1, at offices of Honey & Co, King st, Cheapside. Thomson & Son, Cornhill
Edwards, Eliezer, Birm, Glass Manufacturer. Aug 30 at 11, at the Great Western Hotel, Monmouth st, Birm. Free, Birm
Evans, Thos, Pontypridd, Glamorgan, Timber Merchant. Aug 31 at 12, at the New Inn Hotel, Pontypridd. Thomas, Pontypridd
Gibson, Joshua, Leeds, Cloth Merchant. Aug 31 at 11, at offices of Emsley, East parade, Leeds
Glover, Wm, jun, Stone, Stafford, Licensed Victualler. Aug 21 at 12, at offices of Brough, St Mary's pl, Stafford
Goodman, John, Acklan rd, Upper Westbourne pk, Draper. Aug 28 at 2, at 36, Gutter lane. Plunkett, Gutter lane
Harrison, John, jun, Leeds, Cook. Sept 1 at 3, at offices of Burrell & Pickard, Albion st, Leeds. Harle
Haydon, Wm, Leominster, Hereford, Grocer. Aug 29 at 12, at the Star Hotel, Foregate st, Worcester. Andrews, Leominster
Heap, Edwd, Honley, nr Huddersfield, York, Woollen Manufacturer. Aug 28 at 3, at offices of Shaw, Bond st, Dewsbury
Holland, Edwd, Manch, Carver. Sept 1 at 1, at offices of Sampson, South King st, Manch
Hopkinson, Jas. Goole, York, Machine Maker. Aug 26 at 2, at the Angel Hotel, Doncaster. Hargreaves, Bradford
Howell, Geo Findlay, Birm, Provision Dealer. Aug 30 at 2, at offices of Lowe, Temple st, Birm
Huck, Hy, Castleford, York, Printer. Aug 29 at 12, at the Griffin Hotel, Boar lane, Leeds
Jarvis, Robt, Baxton Moor, Derby, Grocer. Aug 31 at 12, at office of Appleton, Bridge st, Worksop. Burdekin & Co, Sheffield
Lane, Saml, Luton, Bedford, Carpenter. Sept 4 at 11, at office of Shepherd, Park st, West Luton
Lloyd, Nathnl, & John Chatteris, Manch, Calico Printers. Aug 30 at 4, at 46, George st, Manch. Leigh, Manch
Lucas, Wm Edwd, Leamington Priors, Warwick, Accountant. Sept 1 at 3, at offices of Sanderson, Northgate st, Warwick
Mack, Andrew, Washington Staiths, Durham, Grocer, Aug 30 at 2, at offices of Joel, Market st, Newcastle-upon-Tyne
McQuie, Alex, Torquay, Devon, Travelling Draper. Aug 31 at 2, at offices of Parsons, Nicholas st, Bristol
Onions, Chas Hill. Deepfields, Sedgley, Stafford, Ironmaster. Aug 30 at 3, at the Swan Hotel, Wolverhampton. Bolton & Co, Wolverhampton
Orchard, Chas Churchies, Fishponds, Gloucester, Builder. Aug 30 at 2, at offices of Beckingham, Albion chambers, Broad st, Bristol
Pook, John Richd, St James's st, Pall mall, Billiard Table Maker. Aug 31 at 2, at office of Dubois, Gresham bldgs, Basinghall st. Maynard, Clifford's inn
Porter, Geo, Manch, Commercial Traveller. Aug 30 at 3, at offices of Duckworth, Brown st, Manch
Rowles, Fredk, Chippenham, Wilts, Dyer. Aug 29 at 11, at offices of Bartrum, Northumberland bldgs, Bath
Sheldrick, Fredk, Whitcomb st, Pall mall, East, Shopman. Aug 29 at 12, at offices of Nickerson, King William st. Geanssent, New Broad st
Smith, Danl Seth, Bradford-on-Avon, Wilts, Licensed Victualler. Aug 29 at 2, at offices of Pocock & Son, Union st, Bath. Shrapnell, Bradford-on-Avon
Stedman, John Hy, Chippenham rd, Harrow rd. Sept 6 at 3, at offices of Macmullen, Westbourne grove. Bayswater
Stellings, John, Horton, Bradford, York, Grocer. Aug 24 at 3, at offices of Hutchison, Piccadilly chambers, Piccadilly, Bradford
Stephens, Joseph, Burley, nr Leeds, out of business. Sept 6 at 3, at office of Gardon, Albion st, Leeds. Harle
Thomas, Wm Jenkins, Pentre, nr Pontypridd, Glamorgan, Grocer. Aug 31 at 4.30, at offices of Morgan, High st, Cardiff
Tietjen, Geo (otherwise called Geo Tooley), High st, Camden town, Coal Agent. Aug 29 at 3, at offices of Holmes, Eastcheap
Walker, Wm, Birchfield, Handsworth, Stafford, Brewer. Aug 30 at 12, as office of Harrison, Edmund st, Birm
Wallis, John, Church st, Woolwich, Grocer. Aug 25 at 3, at office of Marshall, Hatton garden
Ward, Saml Broomhead, Bristol, Attorney-at-Law. Aug 29 at 12, at offices of Hancock & Co, John st, Bristol
Weale, Wm Edwd, Birm, Coal Merchant. Aug 29 at 12, at the Queen's Hotel, Birm. Reece & Harris, Birm
Wells, Geo Williams, Bromley, Kent, Grocer. Aug 29 at 12, at offices of Reed & Lovell, Guildhall chambers, Basinghall st
Welsh, Thos, Whitehaven, Cumberland, Master Mariner. Aug 29 at 3, at office of Mason, Duke st, Whitehaven
Westcott, Richd, Aldershot, Hants, Butcher. Sept 4 at 2, at the South Western Railway Hotel, Aldershot.
Wiles, Thos, Thirsk, York, Farmer. Sept 4 at 4, at offices of West, Thirsk
Williams, Hugh Edwd, Llanberis, Carnarvon, Quarryman. Aug 31 at 12, at the Royal Sportsman Hotel, Carnarvon. Webb, Belmont, Bangor
Wilson, Saml, Tipton, Stafford, Comm Agent. Aug 30 at 4, at offices of Davies, Horsley heath, Tipton. Warmington, Dudley
Worley, Alf Wm, Broadway, Hammersmith, Coachbuilder. Aug 26 at 2, at the Mason's hall Tavern, Mason's avenue, Basinghall st

TUESDAY, Aug 22, 1871.

Bebb, Joseph, Welchpool, Montgomery, Innkeeper. Sept 5 at 12, at offices of Bourne & Owen, Severn st, Welchpool
Bolton, Thos, Alncotts, Lincoln, Potatoe Dealer. Aug 29 at 2, at the South Yorkshire Hotel, Keadby. Burdekin & Co, Sheffield
Boydon, Chas, Bridgford, Stafford, Miller. Aug 31 at 11, at office of Bowen, Stafford
Brettell, Morris, Rotherham, York, Printer. Sept 6 at 12, at offices of Marsh & Edwards, Westgate, Rotherham
Child, Geo John, & Jas Lorimer, Shipley, York, Nurserymen. Sept 5 at 3, at offices of Taylor & Co, Piccadilly, Bradford
Clemson, Wm, Rmsgate, Kent, Steam Laundry Proprietor. Sept 4 at 11, at Grove house, Addington st, Ramsgate. Gibson, Margate
Clinton, Lord Albert Sydney Pelham, Surbiton, no trade. Sept 8 at 2, at offices of Burnand, St James's st
Collyer, Edwd, Godalming, Surrey, Tailor. Sept 4 at 2, at the King's Arms Hotel, Godalming. Roker, Godalming
Colpoys, Margaret, Sarah Tanfield Colpoys, & Seraphine Jane Cadett Cavilje, Swansea, Glamorgan, Fancy Stationers. Aug 29 at 12, at offices of Smith & Co, Somerset pl, Swansea
Criddle, Edwin, Petersham, Surrey, Baker. Sept 4 at 3, at offices of Marshall, Lincoln's inn fields
Davies, Cyrus, Chenies st, Tottenham ct rd, Licensed Victualler. Sept 6 at 2, at offices of Routh & Stacey, Oxford st
Dobler, Geo Wm, Torquay, Devon, Hotel Keeper. Sept 1 at 11, at office of Tayleur, Fleet st, Torquay
Ellery, Thos, jun, Stapleton rd, Gloucester, Builder. Aug 29 at 3, at offices of Hancock & Co, John st, Bristol. Benson & Elletson, Bristol
Garman, Richd Lake, Whissonsett, Norfolk, Grocer. Sept 1 at 1, at the County Court, Redwell st, Norwich. Cases, Fakenham
Griffiths, Jacob, Newport, Monmouth, Draper. Aug 31 at 1, at 39, Broad st, Bristol
Gunner, Richd, D'Aumale villas, Teddington, Market Gardener. Sept 9 at 11, at offices of Cann, Fenchurch st
Hare, Jas, New Wandsworth, Surrey, Licensed Victualler. Aug 31 at 2, at the Guildhall Coffee house, King st, Cheapside. Corsellis, Wandsworth
Harvey, Joshua, Crister-next-Gt Yarmouth, Norfolk, Hay Dealer. Sept 6 at 12, at office of Cutsaude, King st, Gt Yarmouth
Holt, John Hy, Salford, Lancashire, Furniture Manufacturer. Sept 4 at 12, at the Home Trade Association rooms, York st, Manch. Sale & Co, Manch
Hughes, Jane, Bangor, Carnarvon, Grocer. Sept 4 at 11, at office of Roberts, High st, Bangor
Jarman, Thos, Brynmawr, Brecon, Tailor. Sept 6 at 12, at offices of Cox & Co, Beaufort st, Brynmawr
Jeremy, David, Swansea, Glamorgan, Weaver. Aug 23 at 12, at offices of Smith & Co, Somerset pl, Swansea
Kesteven, Jas Elliott, Rotherham, York, Butcher. Sept 1 at 2, at office of Shillito, Westgate, Rotherham
Lewis, Wm, Gt Bridge, Stafford, Boot Dealer. Sept 5 at 11, at office of Glover, Park st, Walsall
Lodge, Hy, Dalby st, Kentish Town, Licensed Victualler. Aug 31 at 12, at office of Neale, Southampton st, Bloomsbury sq
Longyear, Geo, jun, Landport, Hants, Painter. Aug 31 at 10, at office of Walker, Union st, Portsea
Merritt, Fras, & Edwd Autherson Merritt, Kingston-upon-Hull, Drapers. Aug 29 at 11, at 145, Cheapside. Shackles, Land of Green Ginger
New, Joseph John, Swindon, Wilts, Bookseller. Aug 31 at 12, at office of Kinneir & Tombs, High st, Swindon
Newton, Wm, Cowden, Kent, Grocer. Sept 5 at 11, at the Terminus Hotel, Cannon st. Stone & Co, Tonbridge Wells
Owens, Jane, Bangor, Carnarvon, Grocer. Sept 8 at 3, at office of Foulkes, York pl, Bangor
Parkes, John Alex, Astwood Bank, Worcester, Machine Needle Manufacturer. Sept 1 at 12, at office of Harrison, Edmund st, Birm
Pearce, Edmund, Bishopwearmouth, Durham, Grocer. Sept 5 at 4, at office of Bell, Lambton st, Sunderland
Perkins, Walter, Varye, Essex, Innkeeper. Sept 1 at 12, at the Royal Hotel, Southend. Peverley, Basinghall st
Price, John Davies, Torquay, Devon, Grocer. Sept 8 at 3, at offices of Harris & Co, Gandy st chambers, Exeter. Hooper & Wollen, Torquay
Ryley, Thos Heath, Market Drayton, Salop, Horse Hair Manufacturer. Sept 11 at 3, at office of Leigh, Brown st, Manch
Sconcia, Giovanni Angelo, Cambridge ter, Notting hill, Gent. Sept 5 at 12, at offices of Chidley, Old Jewry
Stephenson, Wm, Haxey, Lincoln, Machinist. Sept 9 at 3, at the Reindeer Hotel, Doncaster. Taylor & Newborn, Epworth
Swansen, Wm, Commercial st East, Fruit Salesman. Sept 6 at 3, at office of Salaman, King st, Cheapside
Taylor, Geo, Kendal, Westmoreland, Innkeeper. Sept 8 at 12, at offices of Arnold & Moser, Highgate, Kendal
Villiers, Hon Robt Fredk, Conduit st, no trade. Sept 6 at 2, at office of Davis, Cork st, Burlington gardens
Volpe, Louis, Rhyl, Flint, Photographer. Sept 14 at 11, at office of Williams, Bodfor st, Rhyl
Walkington, Wm, Layerthorpe, York, Butcher. Sept 4 at 10, at the Turk's Head Inn, Mytongate, Kingston-upon-Hull. Crumbie, York
Walters, Richd, High st, Stoke Newington, Grocer. Aug 30 at 2, at 145, Cheapside. Chorley, Moorgate st
Walton, Mary, Shadforth, Durham, out of business. Sept 1 at 10, at office of Brignall, jun, Saddler st, Durham
Woodward, Hy, & Geo Woodward, Hanley, Stafford, Butchers. Sept 7 at 11, at the Saracen's Head Hotel, Hanley. Welch, Hanley